



**Monday, March 4, 2024  
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**

Approval of Minutes of February 12, 2024 City Council Study Session

Approval of Minutes of February 20, 2024 City Council Meeting

### **V. Unfinished Business**

### **VI. New Business**

1. Discussion Item - Premium Yard Waste Services
2. Resolution Authorizing a Sourcewell Contract for the Purchase of One (1) Roadlazer RoadPak Paint Sprayer
3. Resolution Authorizing Stipulated Agreement 2309 Concerning Safety Improvements at the At-Grade Crossing with the Illinois Central Railroad Company at Martin Luther King Jr. Drive and Wood Street
4. Resolution Authorizing Stipulated Agreement 2307 Concerning Safety Improvements at the At-Grade Crossing with the Illinois Central Railroad Company at Martin Luther King Jr. Drive Near Peoria Avenue
5. Ordinance Authorizing the City of Decatur of Macon County, Illinois to Borrow Funds from the Public Water Supply Loan Program
6. Resolution Authorizing an Intergovernmental Agreement between the City of Decatur and the Macon County Conservation District for Assistance with Controlled Burning
7. Resolution Accepting the Cummins Midstate Power Inc. Quote for the Rebuild of the Engine for Fire Truck #366

8. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
  - A. Ordinance Annexing Territory 2801 Southland Road
  - B. Ordinance Annexing Territory 2222 South Shores Drive
  - C. Ordinance Annexing Territory 2981 Turpin Road
  - D. Ordinance Annexing Territory 3030 Turpin Road
  - E. Resolution Authorizing Action Regarding Unsafe Structures

**VII. Other Business**

**VIII. Adjournment**

**SUBJECT:** Approval of Minutes of February 12, 2024 City Council Study Session

**ATTACHMENTS:**

Description

Type

Minutes of February 12, 2024 City Council  
Study Session

Backup Material

## CITY COUNCIL STUDY SESSION MINUTES

Monday, February 12, 2024

On Monday, February 12, 2024, the City Council of the City of Decatur, Illinois, met in Study Session at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Councilman Chuck Kuhle entered the Council Chamber at 5:32 p.m.

Mayor Moore Wolfe called for a Study Session on Re-Thinking Local Transit.

City Manager Wrighton spoke about existing Decatur transit options, transit routes, ridership levels and ideas to modernize the Decatur transit system.

Ms. Lacie Elzy, Transportation Services Director, spoke about improvements to the Decatur transit system and advantages of micro-transit services.

Council members provided feedback on micro-transit services, route revisions, proposals for bikes and scooter deployment in selected pilot locations and held a discussion on raised crosswalks.

With no other discussion, Mayor Moore Wolfe called for Appearance of Citizens and the following citizen provided comments to the Council: Abeer Motan.

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

Mayor Moore Wolfe declared the Study Session adjourned at 6:23 p.m.

Approved \_\_\_\_\_  
Kim Althoff  
City Clerk



**SUBJECT:** Approval of Minutes of February 20, 2024 City Council Meeting

**ATTACHMENTS:**

Description	Type
Minutes of February 20, 2024 City Council Meeting	Cover Memo

## CITY COUNCIL MINUTES

Tuesday, February 20, 2024

On Tuesday, February 20, 2024, 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, Pat McDaniel, Lisa Gregory, David Horn and Chuck Kuhle. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

This being the time set aside for Appearance of Citizens and there being none, Mayor Moore Wolfe called for Approval of Minutes.

The minutes of the February 5, 2024, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Councilman Kuhle abstained from the vote. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

This being the time set aside for Unfinished Business and there being none, Mayor Moore Wolfe called for New Business.

Mayor Moore Wolfe called for a discussion on Eldorado Street Corridor Enhancements.

City Manager Wrighton gave a brief overview of the Eldorado Street corridor enhancements and introduced Mr. Neil Brumleve with Massie, Massie and Associates who spoke about the concept drawings for Eldorado Street and answered questions from Council members.

Council members provided feedback on the possible improvements to the corridor.

R2024-40 Resolution Authorizing a Sourcewell Contract for the Purchase of Five (5) Dump Trucks, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Mr. Matt Newell, Public Works Director, answered questions from Council members regarding the disposition of old vehicles.

Ms. Ruby James, Director of Finance, answered questions from Council members regarding financing the dump trucks.

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

2024-16 Ordinance Amending City Code Chapter 44 – Fire Prevention and Hazardous Materials Control, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

Council members held a discussion regarding the proposed fee for lift assists services.

Mr. Jeff Abbott, Fire Chief, spoke about the impact on the Fire Department over the increased number of lift assists calls in the past several years.

Ms. Wendy Morthland, Corporation Counsel, answered questions from Council members regarding language in the Ordinance.

Ms. Johna McFadden spoke about the number of calls for assessments and lift assists at Evergreen Senior Living.

Ms. Molly Carpenter spoke about the number of calls for assessments and lift assists at Eagle Ridge of Decatur.

Council members continued their discussion concerning lift assists and spoke about outreach to the affected facilities.

Councilwoman Gregory made a motion to amend the Ordinance to include a one-year sunset clause so that the Ordinance could be revisited in one year, seconded by Councilman Cooper.

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

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

R2024-41 Resolution Authorizing an Intergovernmental Agreement for Participation in the Mutual Aide Box Alarm System (MABAS), was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Jeff Abbott, Fire Chief, provided an overview of the Resolution.

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

R2024-42 Resolution Authorizing the Expenditure of Funds to Purchase and Replace Data Storage Hardware at End of Life from Presidio Networked Solutions Group, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Jim Edwards, Director of IT, gave an overview of the Resolution.

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

R2024-43 Resolution Scheduling Public Hearing to Consider the Redevelopment Plan and Project for the Central TIF Redevelopment Project Area, as presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Council members thanked the large number of citizens who attended the first public meeting regarding the Central TIF redevelopment project area and spoke about the objectives of the TIF plan.

Upon call of the roll, Council members Ed Culp, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Councilman Dennis Cooper abstained from the vote. Mayor Moore Wolfe declared the motion carried.

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

R2024-44 Item A. Resolution Approving Appointment - Human Relations Commission

Item B. Receiving and Filing of Minutes of Boards and Commissions

2024-18 Item C. Ordinance Annexing Territory 3063 Tempe Drive

2024-19 Item D. Ordinance Annexing Territory 2215 Lilac Drive

2024-20 Item E. Ordinance Annexing Territory 2866 Southland Road

2024-21 Item F. Ordinance Annexing Territory 3020 Turpin Road

2024-22 Item G. Ordinance Annexing Territory 2250 Highland Road

2024-23 Item H. Ordinance Annexing Territory 2480 Hulett Drive

R2024-45 Item I. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 3226 Desert Inn Road

R2024-46 Item J. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 2093 Solar Avenue

R2024-47 Item K. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 3170 N. Westlawn

R2024-48 Item L. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 3210 Westlawn and 2112 Solar Avenue

R2024-49 Item M. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 3833 W. Division

R2024-50 Item N. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 1424 S. 37th Street, 1434 S. 37th Street, 3847 E. Corman Street, Lot East of 3847 E. Corman Street, 1531 S. 44th Street, Lot East of 3643 E. Corman Street, 1495 S. 37th Street and Lot South of 1466 S. 37th Street

R2024-51 Item O. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice Lot North of 4148 E. Faries Parkway and Lot West of 4152 E. Faries Parkway

R2024-52 Item P. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 775 W. Grove Road, 747 W. Grove Road, 865 W. Grove Road, 805 W. Grove Road, 815 W. Grove Road and Lot West of 815 W. Grove Road

R2024-53 Item Q. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 2933 Danny Drive, 2913 Danny Drive, 2914 Danny Drive, and 2934 Danny Drive

R2024-54 Item R. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 3011 Danny Drive

R2024-55 Item S. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 3316 Ferris Drive, 1850 Ferris Drive and 1930 Ferris Drive

R2024-56 Item T. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice Lot East of 1302 W. Bowshier

R2024-57 Item U. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 1604 South Shores Drive

R2024-58 Item V. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 3601 W. Marietta Street

R2024-59 Item W. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 1645 S. 44th Street and 1685 S. 44th Street

R2024-60 Item X. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 3643 E. Corman Street

R2024-61 Item Y. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice Lot West of 3555 W. Catherine

R2024-62 Item Z. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 1803 W. Sunset Avenue, Lot South of 2081 S. Sunset, Lot South of 2069 W. Sunset, Lot South of 2021 W. Sunset, Lot South of 1945 W. Sunset, Lot South of 1937 Sunset, Lot South of 1929 W. Sunset, Lot South of 1915 W. Sunset, Lot South of 1901 W. Sunset, Lot South of 2011 Sunset, Lot South of 2095 Sunset, Lot South of 700 S. Westlawn, Lot South of 1909 W. Sunset, Lot South of 1893 W. Sunset, Lot South of 1873 W. Sunset, Lot South of 1853 Sunset

R2024-63 Item AA. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 2514 Hulett Drive

R2024-64 Item AB. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 2420 Hulett Drive, 2449 Hulett Drive, 2465 Haines Hill Road, and 2448 Hulett Drive  
Item

R2024-65 Item AC. Resolution Indicating Intent to Annex an Unincorporated Territory, setting a Hearing to consider such Annexation, and Directing Publication of Hearing Notice 1135 N. Moffet Lane, 1205 N. Moffet Lane, 1003 N. Moffet Lane, 3204 W. Marietta, and 3214 W. Marietta

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

Mayor Moore Wolfe announced that if it was Council's desire to determine the method of payment for the purchase of five (5) dump trucks, Section Four of the Resolution Authorizing a Sourcewell Contract for the Purchase of Five (5) Dump Trucks would need to be stricken that authorized the City Manager and Finance Director to affect payment.

Councilman McDaniel called for a motion to amend the Resolution by striking Section Four from the Resolution, seconded by Councilman Culp.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle 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 spoke about front yard parking and fees for premium yard waste collection.

The consensus of Council members was in favor of having a discussion item regarding premium yard waste collection placed on the next City Council agenda.

Council members asked that notification be sent to the affected facilities impacted by the new lift assist fee.

With no Other Business, Mayor Moore Wolfe called for adjournment.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 7:34 p.m.

Approved \_\_\_\_\_  
Kim Althoff  
City Clerk

City Clerk

**DATE:** 2/28/2024

**MEMO:**

**TO:** Mayor Julie Moore Wolfe  
City Council Members

**FROM:** Scot Wrighton, City Manager

**SUBJECT:** Discussion Item - Premium Yard Waste Services

**SUMMARY RECOMMENDATION:** See attached memo.

**ATTACHMENTS:**

Description	Type
Memo	Cover Memo
Yard Waste Excerpts-Chapter 56	Backup Material
Backup Material	Backup Material



February 29, 2024

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Discussion Item on Premium Yard Waste Services

On February 20, the City Council requested that a discussion be included on the next council agenda concerning the new arrangements stipulated in the City Code for premium yard waste services, and the different types of yard waste services offered, to date, by Decatur's two largest private haulers. This request was made because most council members had received numerous complaints from citizens about the premium yard waste changes.

Relevant sections of Chapter 56 (Garbage & Recycling) dealing with yard waste are attached, along with summaries of the premium yard waste services offered by the city's major private haulers, information from the city's website on this topic, and an informational brochure mailed to residential water/sewer customers explaining garbage and recycling changes. This last item, a tri-fold brochure, was prepared and distributed by the city to its water and sewer customers. The city does not have access to the customer records of the private waste haulers. Although there is substantial overlap, I do not believe the two data bases are identical.

The principal outcomes sought by the city as it made revisions to Chapter 56, approved last December, were: 1) keep the monthly basic service fee as low as possible, in recognition of the number of lower-income utility customers; and 2) eliminate numerous miscellaneous fees added by the private haulers, thereby foreclosing their ability to add them in the future, except where customers wanted extra services. The first objective was achieved by agreeing to allow use of old totes so long as they were functional and operable, ending most alley collections, and removing the subsidy of premium yard waste (i.e., making it self-supporting from its separate fees, and injecting more competition for the premium yard waste portion of the service). The second objective was achieved with tighter ordinance language, negotiations with private haulers, and requiring that tote fees and charges for services covered by the new definition of "Basic Services" be spread over the entire customer base in the \$23.50 monthly base fee, since all customers benefit from this service feature.

Secondary objectives sought by the city as it made revisions to Chapter 56 were: a) reduce the amount of loose and blowing debris in neighborhoods by requiring more uniform use of totes and containers; b) encourage more residential recycling; and c) make it easier for customers to get rid of large and bulky waste items so they do not have to depend as much on community clean-up events held several times a year in the Civic Center parking lot. Objective "a" was achieved by requiring that all customers use only two types of wheeled carts, and requiring that the private haulers distribute them without an additional charge, as and when they are needed and/or require replacement. Objective "b" was advanced by allowing an unlimited number of

recycling containers at no additional charge. Objective “c” should be achieved by new ordinance language more clearly laying out rules for 5 annual bulky waste collections per address, that each such collection allows up to 5 bulky items, and that additional large item collections can be provided by special arrangement.

## **YARD WASTE**

“Basic Service” includes *unlimited* yard waste collection during 6 weeks in the Spring, and another 6 weeks in the Fall. Completely de-coupling premium yard waste from “Basic Service” kept the “Basic Service” fee lower, and the city anticipated that, at some future date, local private sector entrepreneurs would discover that they could offer year-round premium yard waste services for less cost than the premium yard waste service offerings from GFL and Waste Management. I believe it is reasonable to expect that this will happen eventually, but it has not yet occurred. Unfortunately, the lack of other private options limits yard waste alternatives available to citizens seeking the lowest possible cost for their “premium yard waste” services.

Both Waste Management and GFL (like the rest of the commercial waste collection industry) continue to experience considerable difficulty in recruiting enough employees to drive all their trucks and fill all their routes and shifts. Throughout the industry, this has resulted in efforts to mechanize collections wherever possible. In locations where hand collection of waste is the only option, costs are generally higher. For this reason, the city has cooperated with efforts to mechanize collections where possible (e.g., in mandating only 2 tote/container designs that can both be collected and emptied mechanically). Yard waste collection, however, is harder to standardize and mechanize. The use of 96-gallon wheeled yard waste containers is one strategy (and it has the added benefit of not requiring users to bag their yard waste, and it does not require the customer to go out and purchase special biodegradable yard waste bags).

Nonetheless, the new premium yard waste arrangement has generated the following complaints from customers:

1. The rate jumped from \$1/month to about \$12/month; and 12 weeks of this premium service period is already covered by Spring and Fall “Basic Service” yard waste collection.
2. Some customers do not want to store a 3<sup>rd</sup> wheeled container in their garages or next to their homes; depending on how wet and stuffed the yard waste containers are, they may be difficult for some residents to get full “yard waste only” totes to the curb.
3. Waste Management’s \$5/bag fee for extra yard waste that does not fit into 96-gallon yard waste containers is too much. It should be reduced, and some allowance for extra bags should be added.

4. Both GFL and Waste Management require customers desiring premium yard waste collection to sign-up in advance and pay for the entire year in one up-front payment. Other payments options should be offered.
5. When citizens called haulers other than their assigned garbage/recycling hauler to secure bids for premium yard waste services, the private haulers all declined to offer premium yard waste services outside their assigned garbage/recycling zones.

The new minimum monthly rate for “Basic Services” is comparatively low in relation to surrounding cities. Comparing Decatur’s rate structure to other communities is informative, but it is not that useful in definitively assessing the competitiveness of Decatur’s fees. Some communities do not have a separate charge for extra yard waste collection (meaning the cost is built into the base garbage and recycling fee, and/or is subsidized in whole or in part by other General Fund taxes and/or customer fees). Other cities may rely more on citizens to make their own arrangements to transport yard waste to central composting sites (usually owned and operated by the city). Other cities may purchase large and expensive vacuum trucks to suck-up and dispose of yard waste deposited by residents at their curbs. Comparing only the customer fee(s) for yard waste collection and disposal does not take account of these local service and financing variations.

According to the two largest private haulers in Decatur, less than 500 customers have so far signed up for premium yard waste collection based on the new fees and the scope of services offered. It is reasonable to expect that this number will increase as the weather warms.

Based on complaints staff and council members have received, I have asked the private haulers to consider the following premium yard waste revisions (options):

1. Private haulers should accept premium yard waste requests from customers outside their regular garbage/recycling zones if they are no more than half a mile outside.
2. Offer 2 separate options for premium yard waste: one would be a version of what they have already rolled out, and the second would be a pay-as-you-go fee for collection with at least a 48-hour or 72-hour call-in advance notice requirements. In other words, if someone only wants special yard waste pick-ups twice a year (outside the 6 weeks in the Spring and 6 weeks in the Fall), then that is what they pay for. If they want 4, then they pay for 4 (presumably at a higher per pick-up rate than if they had paid for the full annual service). This would also quell complaints about no yard waste service in January and February (if someone really wants a yard waste pick-up in January and February, they can pay for it in this way). This approach results in fees based on the actual quantity of yard waste removed, and it gives the private haulers the advance time they need to arrange for efficient routing of different collection sites.
3. Require one-year contract commitments for 10 months of premium yard waste, but allow the \$120 annual fee to be paid quarterly or monthly.

4. Reduce the \$5 per bag fee (when it is not during Basic Service Spring and Fall pick-ups) to \$2 per bag, but impose a bag limit, both for what is allowed in addition to the contents of the yard waste tote, and what can be allowed without incurring a large yard waste volume fee.
5. Some people are also complaining about having to store a garbage tote and a recycling tote AND a yard waste tote. They say they do not have the room for 3. Substituting a service option that requires all manual collection should incur a higher fee. The advantage to having a yard waste tote is that customers do not have to use or purchase any special biodegradable bags.

GFL's response to these requests was:

- A. \$120/year for weekly yard waste service. It is an annual subscription. Once a customer opts in, they are in for 12 months.
- B. Weekly yard waste service April 1 through December 31, 2024.
- C. Weekly yard waste service March 1 through December 31 for 2025 and beyond (we are not able to start yard waste services in March of this year).
- D. Weekly set-out volume limited to 10 brown biodegradable bags per week. Also referred to as KRAFT bags. We will only collect yard waste contained in brown biodegradable bags, which must be purchased by customers in advance.
- E. GFL will provide premium yard waste service to customers in both Doolin franchise areas as well as the Murrell customers; but GLF will not offer yard waste service to Waste Management's solid waste customers in Decatur.

Waste Management's response to these requests was:

- A. The city could consider re-bidding the entire yard waste service city-wide; award a contract to just one hauler to cover the entire city uniformly for all yard waste services with whatever scope and offerings the City Council wanted; but then ALL customers would pay the same fee regardless of how much yard waste they generated; the city would have to re-negotiate the amount of the \$23.50/month "Basic Service" fee, because a portion of the "Basic Service" fee includes Spring and Fall unlimited yard waste collection. Taking this approach would also give the city the option to move to an "every-other-week" collection option for yard waste only, if it wanted to offer such an option city-wide to keep customer costs down.
- B. Waste Management was also willing to make smaller changes within the existing structure of a "premium yard waste" service as currently envisioned, but has not yet determined what these will be until after the March 4 discussions with the council.

- C. Waste Management's premium yard waste service (details attached) already starts on March 1; they are willing to go outside their garbage/recycling territory to make additional yard waste collections, depending on revised terms to be discussed.

I have arranged for representatives of GFL and Waste Management to attend the March 4<sup>th</sup> meeting so they can participate in the conversation. This is a "discussion item only" and no formal votes will be taken, nor will any final decisions be made on this topic. It will be impossible to please all citizens, as different customers have different fee and service needs and expectations. The goal of this agenda item is to discuss options for revising the current premium yard waste services in ways that will be acceptable to the greatest number of customers without placing unreasonable demands on the private haulers that would increase the "Basic Service" fee.

## CHAPTER 56

### REFUSE AND RECYCLABLES REMOVAL

1. **POLICY.** It is the policy and purpose of the provisions of this Chapter, and it is hereby determined to be necessary thereto, in order to protect the health, safety and welfare of the people of the City, to provide a coordinated City-wide program for the safe, economical and efficient storage, collection and removal of refuse and recyclables, and to insure adequate standards of basic service for the same, and this Chapter shall be liberally construed for accomplishing these purposes. (Amended, Ordinance No. 2010-89, December 20, 2010)

2. **DEFINITIONS.** As used in this Chapter, unless context otherwise requires, the following words or phrases shall mean:

Basic removal service (Single Family, Duplex and Triplex): Once weekly removal of refuse and once weekly removal of recyclables, with limited large item pick-up as further described herein. Weekly removal of landscape waste shall be provided for six weeks in the spring and for six weeks in the fall of each year at times set by the City and publicized to all haulers and residents at least thirty (30) days ahead of the start of seasonal collection. If the City does not set commencement dates, the weekly removal of landscape waste shall begin April 1 and November 1 of each year. Haulers licensed to provide services in respective areas shall offer options to residents who request additional landscape waste removal services beyond those offered under “Basic Removal Service”, and shall publish and advertise the same to customers in their assigned areas, and will not alter or amend such optional services more than

Amended December 2023

Ordinance No. 2023-85, December 4, 2023) (Amended, Ordinance No. 2010-89, December 20, 2010) (Amended, Ordinance No. 90-69, June 18, 1990)

11. **SPILLAGE.** To avoid spillage, all garbage shall be thoroughly drained of surplus liquid before being placed in containers.

12. **ASHES.** All ashes, chips and briquettes shall be thoroughly extinguished before being placed in containers.

13. **LIMBS AND BRANCHES.** Limbs, branches and wood which are set out for removal shall be tied securely in bundles not to exceed 48 inches in length or 35 pounds in weight. Such approved bundles shall be placed within three feet of the curb, no earlier than 24 hours before the established removal time. (Amended, Ordinance No. 2023-85, December 4, 2023) (Amended, Ordinance No. 90-69, June 18, 1990)

14. **GRASS CLIPPINGS.** Landscape waste, other than limbs, branches and wood, shall be placed in approved containers within three feet of the curb. Such approved containers may be so placed no earlier than 24 hours before the established removal time. (Amended, Ordinance No. 2023-85, December 4, 2023) (Amended, Ordinance No. 90-69, June 18, 1990)

15. **TAMPERING WITH CONTAINER.** No person, firm or corporation, except the owner or occupant of the premises whereon the same is produced, or a licensee hereunder authorized so to do, shall take, tamper with or remove the contents of any refuse and recyclables container awaiting removal or any receptacle provided for the disposal of refuse and recyclables by the public generally. (Amended, Ordinance No. 2010-89, December 20, 2010)

16. **USE OF OTHER CONTAINER.** No person, firm or corporation shall use receptacles of another producer or those provided for the disposal of refuse and recyclables by



Commercial: All that which is not defined as residential as well as properties owned by the Decatur Housing Authority. (Amended, Ordinance No. 2023-85, December 4, 2023)  
(Amended, Ordinance No. 2010-11, March 1, 2010)

Container: Container, or cart, or toter, for purposes of this Chapter, shall mean a water-tight, heavy-duty plastic receptacle with a rated capacity of sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels and suited for mechanized collection. (Amended, Ordinance No. 2023-85, December 4, 2023)

Expanded Basic Residential Service: Extra carts and containers beyond what is provided in Basic Removal Service and for which an extra fee is charged as set by the rate appendix, under rules detailed in the Promulgated Rules. (Amended, Ordinance No. 2023-85, December 4, 2023)

Garbage: Refuse resulting from the handling, processing, preparation, cooking and consumption of food or food products. (Amended, Ordinance No. 2023-85, December 4, 2023)

Hardship customer: A customer who is physically unable to place refuse and recycling containers at the curb and has no family member or other person living in the residence able to place the refuse and recycling containers at the curb. Medical verification shall be provided to the hauler prior to the hauler being required to provide such hardship service. (Amended, Ordinance No. 2023-85, December 4, 2023) (Amended, Ordinance No. 2010-89, December 20, 2010)

Landscape waste: All accumulations of grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated on the customer's residence as the result of the care of lawns, shrubbery, vines and trees. (Amended, Ordinance No. 2010-89, December 20, 2010) Amended, Ordinance No. 90-69, June 18, 1990)



# APPENDIX A: RATES

Type of Residence	Rate per month as of January 1, 2024	Rate per month as of January 1, 2025	Rate per month as of January 1, 2026	Rate per month as of January 1, 2027
Basic Residential Service - Single Family	\$23.50 per month, per container	\$24.44 per month, per container	\$25.41 per month, per container	\$26.42 per month, per container
Expanded Basic Residential Service - Single Family	\$11.00 per month, per container	\$11.44 per month, per container	\$11.90 per month, per container	\$12.37 per month, per container
Basic Residential Service - Duplex	\$35.50 per month, per container	\$36.92 per month, per container	\$38.39 per month, per container	\$39.93 per month, per container
Expanded Basic Residential Service - Duplex	\$11.00 per month, per container	\$11.44 per month, per container	\$11.90 per month, per container	\$12.37 per month, per container
Premium Yard Waste Option	As per volume, set forth in Promulgated Rules	As per volume, set forth in Promulgated Rules	As per volume, set forth in Promulgated Rules	As per volume, set forth in Promulgated Rules
Single Stream Recycling containers	\$2.50 per unit (on City water bill)	\$2.50 per unit (on City water bill)	\$2.50 per unit (on City water bill)	\$2.50 per unit (on City water bill)
Extra recycling containers	No Charge	No Charge	No Charge	No Charge
Misc. Fees	None	None	None	None

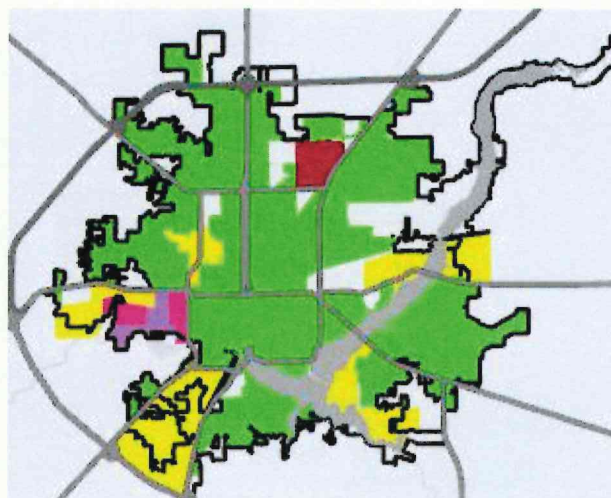
\*rate information for triplex thru sixplex units is available online

## BASIC RESIDENTIAL SERVICE:

Basic service includes once weekly garbage collection of **one** garbage container, once weekly recycling collection and disposal, unlimited yard waste removal for six (6) weeks in the spring and six (6) weeks in the fall, and five (5) separate bulky waste collections at the curb side each year, with each collection allowing up to five (5) items.

## EXPANDED BASIC SERVICE:

Expanded basic service is once weekly garbage collection of **two** garbage containers, and everything listed for basic service.



■ Waste Management    ■ Jeremy Doolin Disposal  
■ GFL    ■ Doolin Disposal    ■ Murrell's

Each Decatur residence must have garbage service. Visit [www.decaturil.gov/garbage-recycling](http://www.decaturil.gov/garbage-recycling) to use our Digital Atlas and identify your assigned garbage hauler.

## CONTACT YOUR HAULER

**Waste Management:** 800-796-9696

**GFL:** 217-935-5652

**Jeremy Doolin Disposal:** 217-422-5298

**Doolin Disposal:** 217-423-1680

**Murrell's Disposal:** 217-519-0910

\* A customer may temporarily pause collection of service for a minimum two-month period once per year. Any service interruption must be scheduled in advance with your hauler, and is subject to a one-time \$5 stop/start fee

**PLEASE VISIT OUR WEBSITE FOR MORE INFO**  
[www.decaturil.gov/garbage-recycling](http://www.decaturil.gov/garbage-recycling)

# CITY OF DECATUR

## Waste and Recycling Collection Services

For single-family homes, and residences six units or fewer





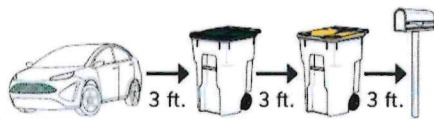
## CURBSIDE REFUSE PICK-UP

All residential customers must use a 64 or 96-gallon wheeled container for garbage collection, and a separate 64 or 96-gallon wheeled container for recycling. It is the responsibility of the hauler to provide and replace these containers at no additional charge above the base rate.

- Place your cart at the curb by 6 a.m. on your regular refuse pick-up day or after 4 p.m. the night before your refuse pick-up.

### Proper cart placement for automated collection

Remember to place your carts at least 3 feet apart and 3 feet away from any obstacles (trees, cars, mailboxes, etc.) to allow the automatic arm to lift and empty the carts. Place wheels of cart toward house.



- All garbage must fit inside the designated container with the lid closed. Any bags or loose garbage not fitting inside one or more approved containers is subject to an overage charge. The hauler is required to have photographic evidence of the overage should a customer ask for proof.
- Alley Pick-Up: With some exceptions, most alley pick-ups have been, or will be, eliminated and moved to the curb. Haulers, not the City, are empowered to determine if alley service should continue for certain customers.

## YARD WASTE PROGRAM

Included in Basic Residential Service is unlimited yard waste removal for 6 weeks in the spring and 6 weeks in the fall, at times set by the City (since annual weather conditions can influence the "best" time for yard waste collection).

The City will strive to notify in advance the start times in the spring and fall. If no notice is given, it should be assumed that the six-week period in the spring will start April 1, and on November 1 in the fall.

To receive yard waste service all year round, you will need to contract for premium yard waste service from whatever hauler you choose. You are **not** required to use your assigned garbage hauler for premium yard waste service.

## BULKY ITEM COLLECTION

Basic Residential Service includes five separate bulky waste collections each year, with each of the five collections allowing up to five bulky items.

Each of these pickups may include removal of only **one** household appliance such as a refrigerator, oven, dishwasher, etc. and not more than four other items. Residents must call their private hauler to set up a bulky pick-up.

## HARDSHIP SERVICE

Back door service shall be provided to Hardship customers at no charge. This is available to a customer who is physically unable to place refuse or recycling containers at the curb and has no family member or other person living at the residence able to place the containers at the curb. Medical verification shall be provided to the hauler prior to the hauler being required to provide hardship service.

**YES**



Paper & Cardboard



Plastic #1-5 & 7



Glass & Metal



**PLACE THESE ITEMS IN CART**

**NO**



No Drinking Glasses  
No Ceramics  
No Mirrors  
No Window Glass  
No Scrap Metal  
No Food Scraps  
No Light Bulbs  
No Electronics  
No Hazardous Waste  
No Motor Oil Bottles  
**No Plastic Bags**  
**No Styrofoam**  
**No Yard Waste**  
**No Garbage**

**DO NOT PLACE THESE ITEMS IN CART**

## RECYCLE

Recycling service is available to all residential customers\* in Decatur. If you need a recycling cart, please contact your hauler.

\*single-family homes, and in residences up to six units





City of Decatur

WM (Waste Management of Illinois, Inc.)

### Premium Yard Waste Service

In addition to WM basic yard waste collection, WM will provide a premium yard waste service for our Decatur, Illinois customers.

Basic Yard Waste Service included in the base rate of \$ 23.50 per month includes:

#### Basic Yard Waste Season

- April 1, 2024 through May 12, 2024; November 1 through December 12 – weekly yard waste collection including unlimited amounts of yard waste bags or approved containers. Bags and containers must be clearly marked as **Yard Waste Only**.

Premium Yard Waste subscribed customers will receive a 96-gallon cart specifically for yard waste storage and collection with weekly collection.

#### Premium Yard Waste Season - \$120

- April 1, 2024 through May 12, 2024; November 1 through December 12 – weekly yard waste collection of the contents of the cart, plus unlimited amounts of yard waste bags or approved containers. Bags and containers must be clearly marked as **Yard Waste Only**.
- March 1, 2024 thru March 29, 2024 and May 12, 2024 through October 31, 2024 - weekly yard waste collection (**cart contents only**). Additional bags or containers marked as **Yard Waste Only**, will be collected for an additional \$5 each.

The cost of the premium yard waste service is \$ 120.00 for the entire season billed on a single invoice at the time of subscription.

The Premium Yard Waste Service can be ordered online at [www.wm.com](http://www.wm.com), or by phone @ 800-796-9696.



January 3, 2024

Scot Wrighton  
Decatur City Manager  
One Gary K. Anderson Plaza  
Decatur, IL 62523

RE: 2024 Premium Landscape Waste Services

Dear Mr. Wrighton,

GFL Environmental is offering additional weekly landscape services for our customers in Decatur in 2024.

Under the revised Chapter 56 Ordinance and Promulgated Rules, GFL will provide each household "free" weekly landscape waste collection services during a six-week period beginning April 1, 2024, and again for six weeks starting November 1, 2024.

For an additional **\$120.00 annually**, (or an additional \$10.00 per month for 12 months) GFL will provide weekly landscape collection services for our customers between May 15<sup>th</sup> and October 31<sup>st</sup>.

We also understand our customers can choose a different service provider for landscape waste services during the 24-week period between mid-May and the end of October.

I apologize for not getting this letter sent to the city before the holidays.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Eric Shangraw', with a long horizontal flourish extending to the right.

Eric Shangraw  
Government Contracts Manager  
GFL Environmental



## Landscape/Yard Waste

Included in Basic Residential Service is unlimited yard waste removal for 6 weeks in the spring and 6 weeks in the fall, at times set by the City (since annual weather conditions can influence the “best” time for yard waste collection). The City will strive to provide notice of the start times in the spring and fall. If no notice is given, it should be assumed that the six-week period in the spring will start April 1, and on November 1 in the fall.

To receive yard waste removal services all year round, you will need to contract for premium yard waste service from whatever hauler you choose. You are **not** required to use your assigned garbage hauler for premium yard waste service.

Approved yard waste containers must be indicated as “yard waste only.” Yard waste stickers are available at the Civic Center box office in the main lobby and in the Community Development Department on the 3rd floor.

### Premium Landscape/Yard Waste rates provided by haulers

- GFL: \$120.00 annually (\$10/mo for 12 months) [More details from GFL](#) 
- Doolin Disposal: \$120.00 annually (\$10/mo for 12 months)
- Waste Management: \$120.00 annually (billed on a single invoice at time of subscription). [More details from WM](#) 

## Municipal Services

**DATE:** 2/20/2024

**MEMO:** 2024-34

**TO:** Honorable Mayor Julie Moore Wolfe and City Council Members

**FROM:** Scott Wrighton, City Manager

Matt Newell, Public Works Director

Byron Bowman, Municipal Services Manager

Chris Bergschneider, Fleet Supervisor

**SUBJECT:** Resolution Authorizing a Sourcewell Contract for the Purchase of One (1) Roadlazer RoadPak Paint Sprayer

**SUMMARY RECOMMENDATION:** Staff recommends awarding a Sourcewell contract in the amount of \$57,474.08 to Sherwin Williams, to furnish one (1) Roadlazer RoadPak System Option #4 Paint Sprayer.

**BACKGROUND:**

The Public Works, Municipal Services Division, has requested a new paint sprayer for the traffic department. The sprayer will be used to paint pavement markings for center lines, traffic lanes, turn lanes, cross walks and other markings.

The unit being replaced is 501A. 501A is a 2012 Graco Paint Sprayer with 1,965 hours. It has been selected to be replaced due to its age and condition.

The 2024 budget allocated \$40,000 for the replacement of this striping machine. The added funding necessary is available in the Equipment Replacement Fund due to the better than expected prices for other equipment such as the recent dump truck bids which were about \$18,000/truck cheaper than anticipated in the 2024 budget.

The new unit is expected to be delivered in 60-90 days.

**PRIOR COUNCIL ACTION:**

None

**DISPOSAL OF REPLACED UNIT:** The old unit is to be sold or auctioned.

**POTENTIAL OBJECTIONS:** There are no known objections.

**INPUT FROM OTHER SOURCES:** Fleet Maintenance wrote the bid specifications based on Municipal Services Division requirements.

**STAFF REFERENCE:** Matt Newell, Public Works Director, Chris Bergschneider, Fleet Supervisor. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

**BUDGET/TIME IMPLICATIONS:** Funding for the expenditure is provided in the FY2024 Budget.

**ATTACHMENTS:**

Description	Type
Sherwin Williams Paint Sprayer Resolution	Resolution Letter

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING A SOURCEWELL CONTRACT FOR THE  
PURCHASE OF ONE (1) ROADLAZER ROADPAK PAINT SPRAYER**

---

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

Section 1. That the Sourcewell Bid from Sherwin Williams., received for one (1) RoadLazer RoadPak System Option #4 Paint Sprayer presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the Sourcewell Bid from Sherwin Williams, in the amount of \$57,474.08, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Sherwin Williams, for their quote price of \$57,474.08.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 4<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Julie Moore Wolfe, Mayor

ATTEST:

\_\_\_\_\_  
Kim Althoff, City Clerk





**SHERWIN  
WILLIAMS®**

# City of Decatur IL - RoadLazer RoadPak System Option #4

*DECATUR KA\*CITY OF*

Quote Presented By:

**Jeremy Becker**

**SALES- Branch Manager Architectural  
Protective and Marine E**

1-217-429-4205

sw703115@sherwin.com

SHERWIN-WILLIAMS

796 E WOOD ST

DECATUR, IL 62523 1155

(217) 429-4205

February 20, 2024

**EXHIBIT A**



**ACCOUNT # 33899618**  
**City of Decatur IL - RoadLazer RoadPak**  
**System Option #4**  
**QUOTE # 7121918**  
**VALID FROM: FEB 12, 2024 - APR 30, 2024**

Dear chris bergschneider:

Thank you for considering Sherwin-Williams products for the City of Decatur IL - RoadLazer RoadPak System Option #4 project. Included is the Sherwin-Williams price quote.

Should you require assistance or have any questions or concerns, please contact me at +1 (217) 429-4205 or e-mail me at [sw703115@sherwin.com](mailto:sw703115@sherwin.com).

**Jeremy Becker**

**SALES- Branch Manager Architectural Protective and Marine E**

1-217-429-4205

[sw703115@sherwin.com](mailto:sw703115@sherwin.com)

SHERWIN-WILLIAMS

796 E WOOD ST, DECATUR, IL 62523 1155



ACCOUNT # 33899618  
City of Decatur IL - RoadLazer RoadPak  
System Option #4  
QUOTE # 7121918  
VALID FROM: FEB 12, 2024 - APR 30, 2024

**PROJECT: City of Decatur IL - RoadLazer RoadPak System Option #4**

Purchase Type: Annual Purchase

Description	Sales #	Rex #	Qty	Price	Extended Price
ROADPAK OPTION 4	101581254	101581254-EACH	1	\$57,474.08	\$57,474.08
<b>Comments:</b> Per SourceWell contract #091323-SHW for Account #66300, List price(\$65,311.46) minus 12%					

**Total Price: \$57,474.08\***

We thank you for consideration of Sherwin-Williams products and look forward to supplying these products to you.

NOTICE: Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by Sherwin-Williams. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by Sherwin-Williams. We request that it not to be copied or shared with others outside your firm. Please refer to product data pages for surface prep, mixing and application instructions.

Square footage amounts were estimated or given. Coverage of materials are estimated and actual coverages may differ. These guidelines should not be used as absolutes. Sherwin-Williams cannot assume responsibility for job site conditions.

The purchase of the products set forth in this price quote is subject to The Sherwin-Williams Company Terms and Conditions of Sale, which are incorporated in full by this reference and are available at <https://www.sherwin-williams.com/terms-and-conditions>. Sherwin-Williams limits acceptance of the price quote to these Terms and Conditions of Sale, and objects to any different terms in any purchase order, issuance of which indicates purchaser's acceptance of such Terms and Conditions of Sale.

Public Works

**DATE:** 2/23/2024

**MEMO:** 2024-35

**TO:** Honorable Mayor Julie Moore-Wolfe and City Council

**FROM:** Scot Wrighton, City Manager  
Matthew Newell, P.E., Public Works Director

**SUBJECT:**  
**Resolution Authorizing Stipulated Agreement 2309 Concerning Safety Improvements at the At-Grade Crossing with the Illinois Central Railroad Company at Martin Luther King Jr. Drive and Wood Street**

**ATTACHMENTS:**

Description	Type
Resolution Authorizing Stipulated Agreement 2309 Concerning Safety Improvements at the At-Grade Crossing with the Illinois Central Railroad Company at Martin Luther King Jr. Drive and Wood Street	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING STIPULATED AGREEMENT 2309 CONCERNING  
SAFETY IMPROVEMENTS AT THE AT-GRADE CROSSING WITH THE ILLINOIS  
CENTRAL RAILROAD COMPANY AT MARTIN LUTHER KING JR. DRIVE AND  
WOOD STREET**

---

**WHEREAS**, the City of Decatur has entered into a Stipulated Agreement No. 2309 with the Illinois Commerce Commission (ICC), Illinois Central Railroad Company and Illinois Department of Transportation (IDOT) concerning safety improvements at the Martin Luther King Jr. Drive **(AAR/DOT #291241P, railroad milepost 77.54-A)** highway-rail grade crossing of the Illinois Central Railroad Company's track in the City of Decatur, Macon County, Illinois.

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

Section 1. That Stipulated Agreement 2309 presented to the City Council herewith between the City of Decatur, the Illinois Commerce Commission, Illinois Central Railroad Company, and the Illinois Department of Transportation concerning the safety improvements to the Martin Luther King Jr. Drive highway-rail grade crossing of the Illinois Central Railroad Company's track in Decatur, Illinois, as Exhibit A and it 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 sign, seal and attest said Agreement on behalf of the City.

PRESENTED and ADOPTED this 4<sup>th</sup> day of March 2024.

---

Julie Moore-Wolfe, Mayor

ATTEST:

---

Kim Althoff, City Clerk

## Exhibit A

### STATE OF ILLINOIS



### ILLINOIS COMMERCE COMMISSION TRANSPORTATION BUREAU / RAIL SAFETY SECTION

Brian Vercruysse

Rail Safety Program Administrator

February 20, 2024

Ms. Diane Lewis  
Manager of Public Projects  
Illinois Central Railway Company  
17641 S. Ashland Ave.  
Homewood, IL 60430  
[diane.lewis@cn.ca](mailto:diane.lewis@cn.ca)

Mr. William Pearsall, P.E.  
Bureau of Safety Programs and Engineering  
Illinois Department of Transportation  
2300 S. Dirksen Parkway  
Springfield, IL 62764  
Attn: Bill Pearsall, P.E..

Mr. Matt Newell, P.E.  
Public Works Director  
1 Gary K. Anderson Plaza  
Decatur, IL 62523  
[mnewell@decaturil.gov](mailto:mnewell@decaturil.gov)

Ms. Lewis, Mr. Pearsall, and Mr. Newell:

Enclosed are copies of Stipulated Agreement **2309** concerning safety improvements at the Martin Luther King, Jr. Drive highway-rail grade crossing (**AAR/DOT #291241P railroad milepost 77.54-A**) of the Illinois Central Railroad's track in the City of Decatur, Macon County, Illinois.

In accordance with the provisions of the Commission's Recommended Procedures for Initiation and Execution of the Stipulated Agreement, all parties must sign the Execution Page of the agreement within 60 days from the date of mailing and return it to our office or the terms of the Agreement shall be renegotiated or declared void.

Please read the entire Agreement before execution. In addition, IC must submit Project Manager Information (see Exhibit E). If any changes are required, the sheets are to be corrected and submitted to this office along with the executed Agreement.

IC is hereby notified that not less than the prevailing rate of wages, as established by the Illinois Prevailing Wage Act, shall be paid to all laborers, mechanics, and other workers who are not IC's employees but who are retained by IC to perform construction or demolition work under the attached agreement or any related (sub)contract(s). The prevailing rate of wages are revised by the Illinois Department of Labor and are available on that department's official website or by calling (217) 782-6206.

We urge all parties to act expeditiously in executing the agreement so that the Commission will be in a position to enter an early Order in this matter.

527 E. Capitol Avenue, Springfield, IL 62701  
Telephone [217] 782-7660 Fax [217] 524-463  
[www.icc.illinois.gov](http://www.icc.illinois.gov)

Ms. Lewis, Mr. Pearsall, and Mr. Newell.  
February 20, 2024  
Page Two

Thank you for your prompt attention to this matter. If you have any questions, or need additional information, please contact Luis Felix, Railroad Safety Specialist, at (217) 557-1287, or [Luis.Felix@illinois.gov](mailto:Luis.Felix@illinois.gov).

Very truly yours,

A handwritten signature in black ink, appearing to read "Brian Vercruysse". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brian Vercruysse  
Rail Safety Program Administrator

Enclosure

LF

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT 2309**

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission (Commission), the Illinois Central Railroad Company (Company), City of Decatur (City), and the State of Illinois, Department of Transportation (Department or IDOT).

**WITNESSETH:**

WHEREAS, it has come to the attention of the Commission through staff evaluation that inquiry should be made into the matter of improving public safety by replacing antiquated warning devices and traffic signal interconnect equipment at the Martin Luther King, Jr. Drive highway-rail grade crossing (AAR/DOT #291241P railroad milepost 77.54-A) of the Illinois Central Railroad's track in the City of Decatur, Macon County, Illinois; and

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossing by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and other pertinent data relating to the crossing have been obtained and shown on Exhibit A attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossing upon determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, 625 ILCS 5/18(c)-7401, requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the traveling public the Grade Crossing Protection Fund (GCPF) of the Motor Fuel Tax Law (MFT) be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following improvements in the interest of public safety at the aforesaid crossing should be:

- (a) Replace the existing antiquated automatic flashing light signals and control circuitry with new automatic flashing light signals with bells controlled by constant warning time circuitry, and equipped with an event recorder and a remote monitoring system, by the Company.

**[Note: Crossing gates are not feasible at this location due to the extreme width and angle of the crossing. No crossing gates required.]**



- (b) Installation of a railroad interconnect cable from the railroad crossing controller unit inside the new railroad crossing signal bungalow to a junction box mounted on the outside of the new railroad crossing signal bungalow, by the Company.  
**[Note: The junction box shall be securely locked with a padlock provided by the Company.]**
- (c) Installation of a railroad interconnect cable from the junction box mounted on the outside of the new railroad crossing signal bungalow to the new traffic signal controller and traffic signal control cabinet, by the City.  
**[Note: The railroad interconnect cable shall be an appropriate three-wire communication cable, with specifications to be provided in advance to the Illinois Commerce Commission's Railroad Safety Section.]**
- (d) Install new traffic signal controller and traffic signal control cabinet, to include battery backup and remote monitoring capabilities, by the City.
- (e) Renew railroad advance warning pavement markings ("RXR"), stop bars, and W10-1 advance warning signs on the highway approaches, in accordance with the minimum requirements of 92 Ill. Adm. Code 1535.310 (Exhibit C1) and the most current revision of the Manual on Uniform Traffic Control Devices (MUTCD), by the City.
- (f) Replace all four (4) existing antiquated turn restriction blank out signs with new R3-1a LED turn restriction blank out signs to include the word "TRAIN" beneath the international "No Turn" symbol, all per the MUTCD, by the City.
- (g) Install "Caution Walk Time Shortened When Train Approaches" signs near each pedestrian signal display, such that a pedestrian from within the crosswalk can see the sign, by the City.

Section 3 The Company has prepared a preliminary "detailed" cost estimate and circuit plans to accomplish the proposed safety improvements, which may be required by Commission Order. The cost estimate and circuit plans are attached and incorporated herein by reference as Exhibit B.

The City has provided a preliminary "detailed" cost estimate cost estimate (Exhibit B1) for upgrading antiquated Traffic Signal Equipment and the installation of new railroad interconnect cable from the junction box mounted on the outside of the new railroad crossing signal bungalow to the new traffic signal controller unit and control cabinet. The City shall, upon issuance of a Commission Order, according to the requirements contained therein, prepare and submit any required drawings and specifications for the interconnect cable run for the approval of the Commission and IDOT. The City agrees that an appropriate time for the submission should be ninety (90) days from the date of a Commission Order approving this Agreement.

Section 4 The Company and the City shall, each upon Order, according to the requirements contained therein, proceed toward the completion of the proposed signal improvements, accomplishing the work with its own forces or appropriate contracted

services and agrees that an appropriate time for the completion of the proposed signal improvements should be eighteen (18) months from the date of a Commission Order approving this Agreement.

Section 5 The parties agree that an equitable division of cost for the proposed improvements is as follows:

<b>COST DIVISION TABLE</b>					
<b>IMPROVEMENT</b>	<b>EST. COST</b>	<b>GCPF</b>	<b>CITY</b>	<b>COMPANY</b>	<b>IDOT</b>
Install Automatic Flashing Light Signals and Gates, controlled by CWT Circuitry	\$509,097	(95%) \$483,642 <sup>1</sup>	\$0	(5%) \$25,455 <sup>1,2</sup>	\$0
Replace Antiquated Traffic Signal control equipment with New Traffic Signal equipment to include new Interconnect Cable to New CN Signal Bungalow. Replace blank out signs.	\$239,850	(100%) \$239,850 <sup>3</sup>	\$0 <sup>3,4</sup>	\$0	\$0
Renew "RXR", W10-1, and Stop Bar Pavement Markings; Install WALK TIME SHORTENED signage.	No Estimate Required	0%	100% <sup>5</sup>	0%	0%
<b>TOTALS</b>	<b>\$748,947</b>	<b>\$723,492<sup>1,3</sup></b>	<b>\$---<sup>3,4,5</sup></b>	<b>\$25,455<sup>1,2</sup></b>	<b>\$0</b>

Notes:

- <sup>1</sup> Total GCPF assistance for the required automatic warning devices not to exceed \$483,642; any installation costs above the total estimated amount of \$509,097 will be divided in the same percentages noted above, upon submittal and review of evidence to support the additional cost and subject to approval by the Commission.
- <sup>2</sup> Company responsible for all future operation and maintenance costs associated with the new automatic warning devices.
- <sup>3</sup> Total GCPF assistance for costs associated with the Replacement of Antiquated Traffic Signal control equipment to include new Interconnect cable installation between the City traffic signal controller unit and the New Railroad Signal Bungalow not to exceed \$239,850; any installation costs above the total estimated amount of \$239,850 will be divided in the same percentages noted above, upon submittal and review of evidence to support the additional cost and subject to approval by the Commission.
- <sup>4</sup> City responsible for all future maintenance costs associated with the interconnect cable between the Company's junction box mounted on the crossing signal bungalow and the traffic signal controller cabinet.
- <sup>5</sup> City responsible for all future maintenance costs associated with "RXR" pavement markings, W10-1 advance warning signs, stop bars, WALK TIME SHORTENED signs.

Section 6 The City is financially able and willing to pay a portion of the cost for the proposed improvements as may be assigned by the Order and indicates this intent by Resolution incorporated herein by reference as Exhibit D. The City shall submit a certified copy of their Resolution at the same time as the Execution Page of this Agreement is submitted to the Commission.

Section 7 Special Provisions: The Company is responsible for all future costs associated with the operation and maintenance of the new automatic warning devices in accordance with the following parts of Title 49 - Code of Federal Regulations (CFR): 49 CFR 214 - Railroad Worker Safety; 49 CFR 228 - Hours of Service of Railroad Employees; 49 CFR 233 - Signal Systems Recording Requirements; and 49 CFR 234 Grade Crossing Signal System Safety.

The City shall submit any required drawings and specifications for the interconnect cable run to the Commission's Railroad Safety Section and the Illinois Department of

Transportation, Region 4 Engineer, District 7 Attn: Joshua Porter, Traffic Signal Systems Engineer, 400 West Wabash, Effingham, IL 62401.

The Company and the City shall each review the Project Manager Information portion of the Project Status Report sheets, attached as Exhibits E and E1, respectively. If any changes are required, the sheets are to be corrected and sent with this executed Agreement.

The Company and the City shall each, at six (6) month intervals from the date of the Commission Order approving this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, attached as Exhibit E (Company) and Exhibit E1 (City) regarding the progress each has made toward completion of the work required by this Agreement. Each Project Status Report shall include the Commission Order's docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Company and City Project Manager.

All bills for the City's work specified in Section 2 and Section 5 of this Agreement authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to Illinois Department of Transportation, Region 4 Engineer, District 7 Attn: Engineer of Local Roads and Streets, 400 West Wabash, Effingham, IL 62401. Upon review and approval of the bills, personnel from District 7 will submit an invoice to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, IL 62764. All bills for the Company's automatic warning devices specified in Section 2 of this Agreement authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, IL 62764. All bills shall meet the minimum documentation requirements set forth in Section 8 of this Agreement. All bills will be paid in accordance with the State Prompt Payment Act as currently enacted (Illinois Compiled Statutes, 30 ILCS 540/).

The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for the project. The final invoice for expenditures from each party shall be clearly marked "Final Invoice". The Department shall not obligate any assistance from the GCPF for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12<sup>th</sup> month from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for this project, conduct a review to determine if any unused assistance from the GCPF should be de-obligated. Upon completion of the review, the Commission shall notify the Department to de-obligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

**Section 8 Billing:** For all work specified in this Agreement, and authorized by an Order of the Commission, the Company shall assure that sufficient documentation for all bills is

made available to the Department. The minimum documentation that must be made available is outlined below:

- a) Labor Charges (including additives) - Copies of employee work hours charged to the project.
- b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; and the number of hours the equipment was used on the project.
- c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
- d) Engineering - Copies of employee work hours charged to the project.
- e) Supervision - Copies of employee work hours charged to the project.
- f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
- g) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
- h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice, as applicable.
- i) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
- j) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.
- k) Travel - Each invoice shall include copies of all costs incurred, such as lodging, meals, per diem, rates and totals. Rail carriers shall provide an electronic copy of its current Rail Carrier Travel Policy. Reimbursement of travel costs shall be in accordance with State of Illinois travel regulations under 80 Illinois Administrative Code part 3000 and appendices. Any proposal or attempt to use an alternative travel reimbursement method must be reviewed and approved by IDOT prior to travel.

Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the Federal Highway Administration. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles, are not eligible for reimbursement on this project. Surcharges will be subject to review and approval by the Department.

Section 9 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 20<sup>th</sup> day of February 2024.

A handwritten signature in black ink, reading "Brian Vercruysse". To the right of the signature, there is a small blue "2" followed by the letters "AT" in blue ink.

---

Brian Vercruysse  
Rail Safety Program Administrator

Illinois Commerce Commission Stipulated Agreement 2309, executed by Commission Staff on February 20, 2024, concerning safety improvements at the Martin Luther King Jr. Drive (AAR/DOT #291241P railroad milepost 77.54-A) highway-rail grade crossing of the Illinois Central Railroad Company's tracks in the City of Decatur, Macon County, Illinois.

Executed by the Illinois Central Railroad Company this \_\_\_\_ day of \_\_\_\_\_ 2024.

ILLINOIS CENTRAL RAILROAD COMPANY

By: \_\_\_\_\_

Illinois Commerce Commission Stipulated Agreement 2309, executed by Commission Staff on February 20, 2024, concerning safety improvements at the Martin Luther King Jr. Drive (AAR/DOT #291241P railroad milepost 77.54-A) highway-rail grade crossing of the Illinois Central Railroad Company's tracks in the City of Decatur, Macon County, Illinois.

Executed by the Illinois Department of Transportation this \_\_\_\_day of \_\_\_\_\_2024.

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Commerce Commission Stipulated Agreement 2309, executed by Commission Staff on February 20, 2024, concerning safety improvements at the Martin Luther King Jr. Drive (AAR/DOT #291241P railroad milepost 77.54-A) highway-rail grade crossing of the Illinois Central Railroad Company's tracks in the City of Decatur, Macon County, Illinois.

Executed by the City of Decatur this \_\_\_\_ day of \_\_\_\_\_ 2024.

CITY OF DECATUR.

BY:

---



**ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT  
CROSSING DATA FORM**

**GENERAL INFORMATION:** See Location Sketch (Page 3)

<b>RAILROAD</b>	Illinois Central Railroad Company (IC)
<b>USDOT#, MILEPOST</b>	#291241P railroad milepost 77.54-A
<b>STREET, CITY, COUNTY</b>	ML King Jr. Drive, Iroquois County, Illinois
<b>JURISDICTION (RDWY)</b>	City of Decatur, Macon County, Illinois
<b>LOCATION</b>	URBAN
<b>ROADWAY SURFACE</b>	Asphalt; Width Varies 56.43' to 67.71'; Fair Condition

**CROSSING DATA:** Also see Location Sketch (Page 3) for roadway profile.

<b>TRACK (North-South)</b>	<b>SURFACE TYPE</b>	<b>SURFACE WIDTH</b>	<b>SURFACE CONDITION</b>
Main	Rubber/Asphalt	150'	Fair

**ROADWAY DATA:** See Location Sketch (Page 3)

<b>INTERSECTING ROADS:</b>	Wood Street. < intersecting crossing*
<b>TRAFFIC CONTROL</b>	Traffic Signals at multi-lane intersection of MLK JR. Drive traffic and E. Wood St.
<b>ADT &amp; SPEED</b>	6450 ADT @ 30 mph.
<b>TRAFFIC TYPE</b>	Passenger cars, School Buses, Hazmat Vehicles all possible.
<b>ADVANCE WARNING</b>	Yes
<b>PAVEMENT MARKING</b>	Yes

**RAILROAD DATA:** See Location Sketch (Page 3)

<b>FREIGHT TRAFFIC</b>	4 thru trains/day @ 35 MPH; 16 switching trains/day @ 1 to 35 MPH
<b>PASSENGER TRAFFIC</b>	None
<b>WARNING DEVICES</b>	Automatic Flashing Light Signals (AFLS) w-Traffic Signal Interconn.

NOTES:

**VISIBILITY STUDY:** See Location Sketch (Page 3)

<b>Train Speed</b>	35	<b>MPH</b>
<b>Roadway Speed</b>	30	<b>MPH</b>
<b>Required Stopping Sight Distance (SSD)</b>		
<b>Along Roadway</b>	222	<b>FEET</b>
<b>Along Tracks</b>	346	<b>FEET</b>
<b>Reqd. Clearing Sight Dist. (CSD) (Along Tracks)</b>	600	<b>FEET</b>

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

<b>QUADRANT</b>	<b>CSD (FT)</b>	<b>OBSTRUCTION</b>	<b>SSD (FT)</b>	<b>OBSTRUCTION</b>
<b>NE</b>	OBST	BUILDINGS/ANGLE	OBST	BUILDINGS
<b>NW</b>	OBST	BUILDINGS/ANGLE	OBST	BUILDINGS
<b>SE</b>	OBST	BUILDINGS/ANGLE	OBST	BUILDINGS
<b>SW</b>	OBST	BUILDINGS/ANGLE	OBST	BUILDINGS

\*Note: Automatic flashing light signals and gates (AFLS&G) eliminate the need to satisfy minimum Sight Distance criteria.

**APPROACH GRADES:** See Location Sketch (Page 3)

<b>DIRECTION/South</b>			<b>DIRECTION/North</b>		
<b>DISTANCE (FT)</b>	<b>ELEVATION (FT)</b>	<b>GRADE (%)</b>	<b>DISTANCE (FT)</b>	<b>ELEVATION (FT)</b>	<b>GRADE (%)</b>
SEE	EXHIBIT	A	PAGE	3	

Distance measured from outermost rail.

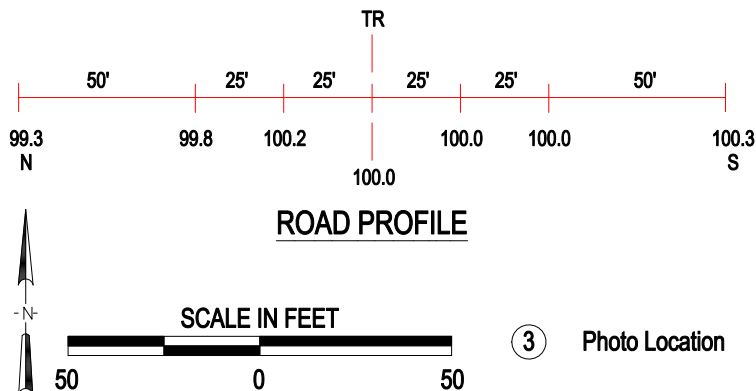
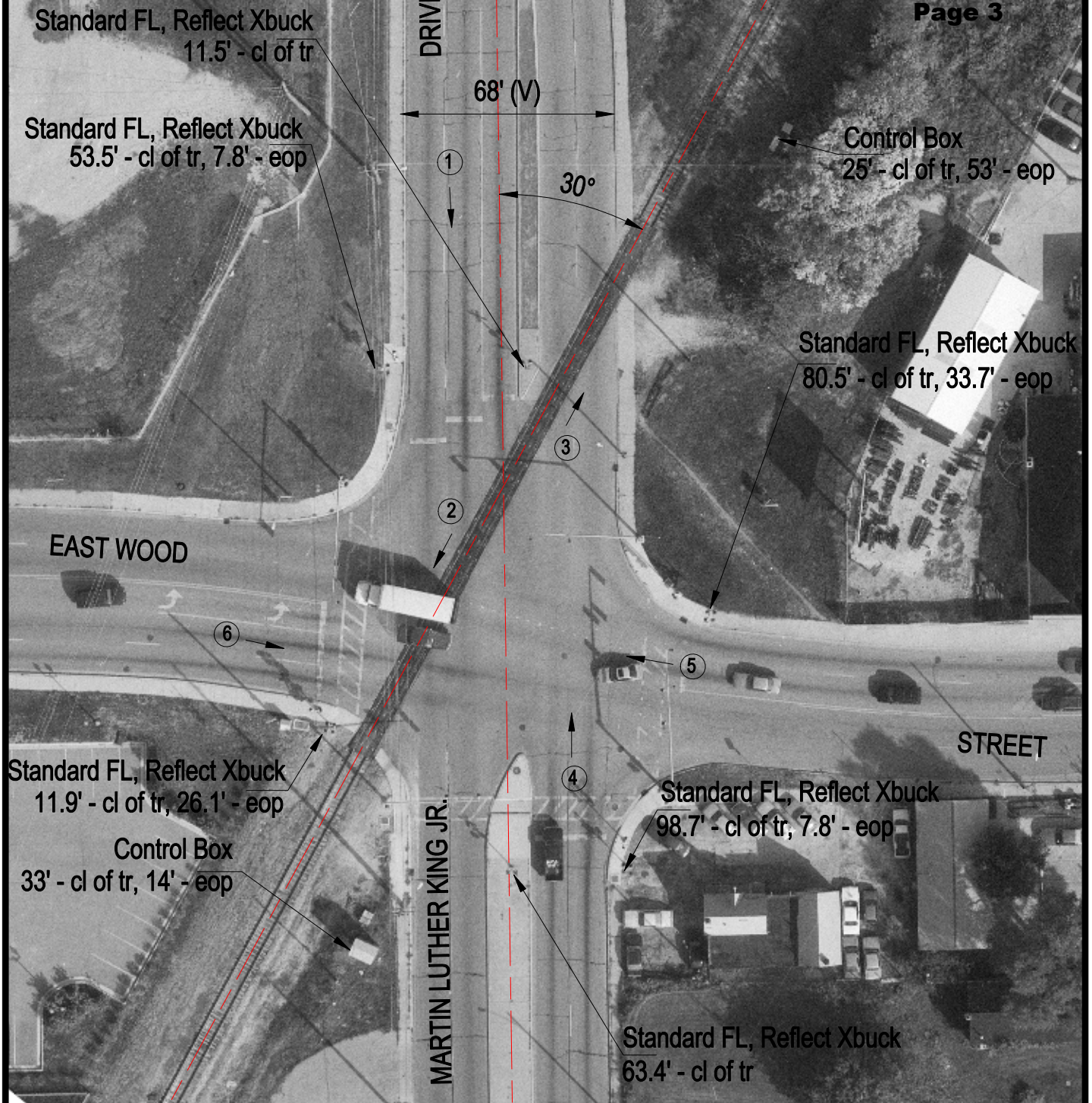
**COMMENTS:**

See Page 3 for a Location Sketch (Aerial Photo) of the crossing.

Staff recommends that the GCPF be used pay 95% of the cost to install new automatic flashing lights signals, event recorder, remote monitor, and track circuits, and that the IC pay all remaining installation costs for the new automatic warning devices. Staff also recommends that IC be responsible for all future operation and maintenance costs associated with the new automatic warning devices and crossing control circuitry at the Martin Luther King Jr. Drive crossing.

**SA2309**

**Exhibit A  
Page 3**



Crossing #: 291241P  
Location: Macon Co., City of Decatur (I)  
Lat/Long: 39°50'26" / 88°56'58"  
Railroad: IC  
Street: M. L. King Jr. Dr.  
Railroad Milepost: 751.60  
Crossing Protection: Train Activated Devices

ILLINOIS CENTRAL RAILROAD COMPANY  
A WHOLLY OWNED SUBSIDIARY OF  
CANADIAN NATIONAL RAILWAY COMPANY  
HIGHWAY-RAIL GRADE CROSSING SIGNAL ESTIMATE

Estimate No.:	22-1609
Date:	November 27, 2023
Roadway Name:	Martin Luther King, Jr. Drive & Wood St
Location:	Decatur, IL
Railroad Region:	Southern
Railroad Subdivision:	Peoria
Railroad Milepost:	077.54
DOT Crossing No.:	291241P

Description of Work:

Install flashing light signals (LED) with bells controlled by constant warning time circuitry with traffic preemption (simultaneous) in a new pre-wired bungalow.

Install new AC service at Decatur St (M.077.80).

Martin Luther King, Jr. Drive &amp; Wood St

Page 2

Decatur, IL

22-1609

## MATERIAL

## MISCELLANEOUS MATERIAL

Item	Quantity	Units	Unit Cost	Cost
Backfill	100	TON	\$ 90.00	\$ 9,000.00
Signal Material	1	LOT	\$ 5,000.00	\$ 5,000.00
Generator - Generac 18kw	1	EACH	\$ 9,000.00	\$ 9,000.00
				=====
SUBTOTAL MISCELLANEOUS MATERIAL				\$ 23,000.00

## CROSSING PACKAGE MATERIAL

Item	Quantity	Units	Unit Cost	Cost
Pre-wired Aluminum Bungalow, 8'x8'	1	EACH	\$ 35,000.00	\$ 35,000.00
ElectrologIXS XP4, 1 Track (redundant)	1	EACH	\$ 17,000.00	\$ 17,000.00
XIP-20B Interface Panel, wall mount & cable	2	EACH	\$ 500.00	\$ 1,000.00
Relay	1	EACH	\$ 600.00	\$ 600.00
Relay Swing Rack, 1 position	1	EACH	\$ 200.00	\$ 200.00
DAU crossing monitor	1	EACH	\$ 2,200.00	\$ 2,200.00
WSDMM module	1	EACH	\$ 4,500.00	\$ 4,500.00
Modem, Cellular	1	EACH	\$ 3,500.00	\$ 3,500.00
Converter, 12VDC/12VDC	1	EACH	\$ 1,500.00	\$ 1,500.00
Antenna with 36" Pole Kit	1	EACH	\$ 1,500.00	\$ 1,500.00
Rectifier, NRS HF-MAX	2	EACH	\$ 1,800.00	\$ 3,600.00
Battery, Ni-Cad, SPL 250 AH	11	EACH	\$ 210.00	\$ 2,310.00
Battery, Ni-Cad, SPL 340 AH	10	EACH	\$ 280.00	\$ 2,800.00
Foundation, Gate	6	EACH	\$ 2,000.00	\$ 12,000.00
LED Flasher Assembly, 2-Way	6	EACH	\$ 8,800.00	\$ 52,800.00
Bell, Electronic	2	EACH	\$ 400.00	\$ 800.00
Shunt/Coupler Enclosure	2	EACH	\$ 1,200.00	\$ 2,400.00
Narrow-band shunt, multifrequency	2	EACH	\$ 700.00	\$ 1,400.00
Track Wire, 2c#6	600	FEET	\$ 1.80	\$ 1,080.00
Power Cable, 3c#2	500	FEET	\$ 7.70	\$ 3,850.00
Signal Cable, 5c#6	1500	FEET	\$ 4.00	\$ 6,000.00
				=====
SUBTOTAL CROSSING PACKAGE MATERIAL				\$ 156,040.00
				=====
TOTAL MATERIAL				\$ 179,040.00

Martin Luther King, Jr. Drive &amp; Wood St

Page 3

Decatur, IL

22-1609

## LABOR

## SIGNAL LABOR

Item	Quantity	Units	Cost/Day	Cost
6-man Gang	16	Gang Days	\$ 3,500.00	\$ 56,000.00
				=====
SUBTOTAL SIGNAL LABOR				\$ 56,000.00

## MISCELLANEOUS LABOR

Item	Quantity	Units	Unit Cost	Cost
Preliminary Engineering	1	L.S.	\$ 2,500.00	\$ 2,500.00
Construction Engineering	1	L.S.	\$ 2,500.00	\$ 2,500.00
Accounting	1	L.S.	\$ 200.00	\$ 200.00
				=====
SUBTOTAL MISCELLANEOUS LABOR				\$ 5,200.00

## TOTAL LABOR

=====

\$ 61,200.00

## OTHER

Item	Quantity	Units	Unit Cost	Cost
Contractor/Rented Equipment	1	L.S.	\$ 10,000.00	\$ 10,000.00
Directional Boring (By Others)	800	FT	\$ 41.00	\$ 32,800.00
Power Service, AC	2	L.S.	\$ 30,000.00	\$ 60,000.00
Freight on Crossing Package	1	L.S.	\$ 5,000.00	\$ 5,000.00
Construction Engineering (Contracted)	1	L.S.	\$ 9,000.00	\$ 9,000.00
Waste Disposal	1	L.S.	\$ 2,500.00	\$ 2,500.00
Per Diem/Business Expense	1	L.S.	\$ 32,000.00	\$ 32,000.00
Sales Tax on Material	1	L.S.	\$ 10,923.00	\$ 10,923.00
				=====
TOTAL OTHER				\$ 162,223.00

## TOTAL DIRECT COSTS

=====

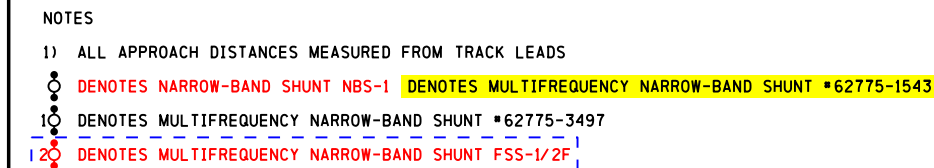
\$ 402,463.00

Martin Luther King, Jr. Drive & Wood St  
Decatur, IL

Page 4  
22-1609


FHWA ADDITIVES

Material		\$ 179,040.00	
Material Additive	5.00%		\$ 8,952.00
Signal Labor		\$ 56,000.00	
Signal Labor Additive	159.61%		\$ 89,382.00
Engineering Labor		\$ 5,000.00	
Engineering Labor Additive	159.61%		\$ 7,981.00
Accounting Labor		\$ 200.00	
Accounting Labor Additive	159.61%		\$ 319.00
Other		\$ 162,223.00	
		=====	
Total - Direct Costs		\$ 402,463.00	=====
Total - Additives			\$ 106,634.00
			=====
Grand Total FHWA Basis			\$ 509,097.00
Funding Source (DOT)	100.00% of FHWA Amount		\$ 509,097.00

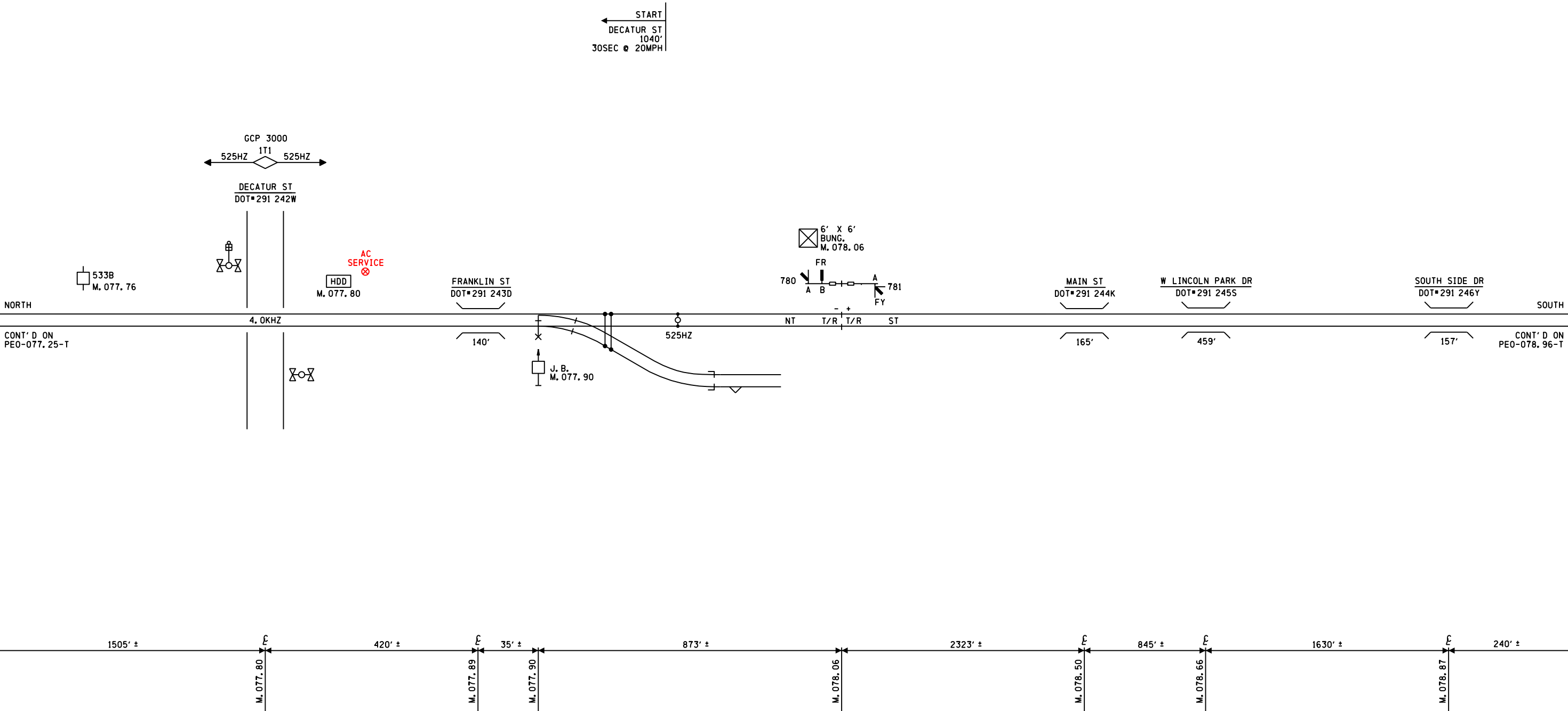


<b>PROPOSED</b> DESIGN NO. <u>22-1609</u> RED-IN YELLOW-OUT	
<b>AS INSTALLED</b> DATE _____ BY _____ (PRINT NAME)	


<div style="text-align: center;"> <b>PROPOSED</b>          DESIGN NO. <u>22-1783</u>  <div style="display: flex; justify-content: space-around;"> <span>RED-IN</span> <span>YELLOW-OUT</span> </div> </div>	
<div style="text-align: center;"> <b>AS INSTALLED</b>          DATE _____          BY _____          ( PRINT NAME )       </div>	

PROPOSED			COMPLETED			C		REGION SOUTHERN	
D	M	Y	D	C	D	M	Y		
			REVISIONS						
			PLAN REDRAWN						
			ELDORADO ST GCP3000					SUB. PEORIA 362	
			WILLIAMS ST GCP3000						
			MLK & WOODS GCP3000					SIGNALS AND COMMUNICATIONS	
			DECATUR ST GCP3000					HOMEWOOD	
								DES.	
								CH.	
								TRACK PLAN	
								M. 077. 25 TO M. 077. 65	
								PEO-077. 25-T	





NOTES  
1) ALL APPROACH DISTANCES MEASURED FROM TRACK LEADS  
⊕ DENOTES MULTIFREQUENCY NARROW-BAND SHUNT #62775-3497

PROPOSED			REVISIONS			D	C	COMPLETED			C	REGION SOUTHERN			
								D	M	Y					
DESIGN NO. 22-1609			PLAN REDRAWN			AP	MSM	26	01	15	AP	SUB. PEORIA 362			
			26	03	15			WABIC IXS UPGRADE	27	11	23				
RED-IN YELLOW-OUT			DECATUR ST GCP3000			AP	TPF	06	07	17	AP	SIGNALS AND COMMUNICATIONS HOMWOOD		DES.	
			27	11	23			M. 077.54 XING UPGRADE	TPF						
AS INSTALLED												TRACK PLAN M. 077. 80 TO M. 078. 87		PEO-077. 80-T	
DATE _____															
BY _____															
(PRINT NAME)															

## City of Decatur Estimate

Wood / MLK Traffic Signal Safety Improvement Estimate					
Pay Item	Description	Unit	Quantity	Unit Price	Extended
	RR Protective Liability Insurance	Each	1	\$10,000	\$10,000
	LED Blank-Out Signs	Each	4	\$10,000	\$40,000
	Spare Full Actuated Controller	Each	1	\$8,000	\$8,000
89502385	Remove Existing Foundation	Each	1	\$3,000	\$3,000
89502375	Remove Existing Traffic Signal Equipment	Each	1	\$3,000	\$3,000
89502215	Modify Existing Controller Foundation	Each	1	\$5,000	\$5,000
89500120	Remove Existing Service	Each	1	\$3,000	\$3,000
	Relocate Existing Signal Heads to New Pole	Each	3	\$1,000	\$3,000
87800100	Concrete Foundation, Type A	Foot	5	\$1,000	\$5,000
87502500	Traffic Signal Post, Galvanized Steel, 16 FT	Each	1	\$4,000	\$4,000
86200300	Uninterruptable Power Supply, Extended	Each	1	\$15,000	\$15,000
85700310	Railroad, Full-Actuated Controller and Type V Cabinet	Each	1	\$45,000	\$45,000
81028350	Underground Conduit, PVC, 2" Dia, Railroad	Foot	130	\$40	\$5,200
87301750	Electric Cable in Conduit, Railroad	Foot	130	\$15	\$1,950
	Service Installation, Type A w/Conduit and Wire	Each	1	\$10,000	\$10,000
	Traffic Control and Protection	Each	1	\$5,000	\$5,000
<b>Fiber Optic Connection To City System</b>					
87900200	Drill Existing Handhole	Each	2	\$2,000	\$4,000
87100020	Fiber Optic Cable In Conduit	Foot	230	\$45	\$10,350
86400100	Transceiver - Fiber Optic	Each	1	\$4,000	\$4,000
<b>Total</b>					<b>\$184,500</b>
Contingency (30%)					\$55,350
<b>Total Estimated Construction Cost</b>					<b>\$239,850</b>

**ILLINOIS COMMERCE COMMISSION  
TRANSPORTATION BUREAU / RAIL SAFETY SECTION  
PROJECT STATUS REPORT:**

**TYPE:** (CHECK ONE)

PROGRESS	
COMPLETION	

DATE	
------	--

**PROJECT INFORMATION:**

Reporting Party:	Illinois Central Railroad Company (IC)
Docket/Order #; Date:	
Status Report (s) Due:	6 Month Intervals from Order Date
Ordered Completion Date:	Within 18 Months from Order Date
Completion Report Due:	5 Days after completion of work
AAR/DOT#, Milepost:	291241P railroad milepost 77.54-A
Street, (in/near) City, County:	ML King JR. DR., City of Decatur, Macon County, Illinois
Railroad Company:	IC

**PROJECT MANAGER INFORMATION:**

Name:	Diane Lewis
Title:	Manager, Public Works
Representing:	IC
Street Address:	17641 S. Ashland Ave.
City, State, Zip:	Homewood, IL 60430
Office Phone:	(708) 332-3557
Office Fax:	
Cellular Phone:	
E-Mail Address:	<a href="mailto:Diane.Lewis@cn.ca">Diane.Lewis@cn.ca</a>

**DESCRIPTION OF IMPROVEMENT(S) ORDERED:**

- 1) Install automatic flashing light signals with a bell, controlled by constant warning time circuitry, and equipped with an event recorder and remote monitoring system at the ML King JR. DR. crossing.
- 2) Install railroad interconnect cable from the railroad crossing controller unit inside the new railroad crossing signal bungalow to a junction box mounted on the outside of the new railroad crossing signal bungalow.

**STATUS OF WORK:**

**ILLINOIS COMMERCE COMMISSION  
TRANSPORTATION BUREAU / RAIL SAFETY SECTION**

Mail directed to the **Rail Safety Section** or the **Director of Processing and Information**, Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission  
527 E. Capitol Avenue  
Springfield, IL 62701-3027

If you have questions contact      Luis Felix, Rail Safety Specialist  
Phone:                                      (277) 557-1287  
Email:                                        Luis.Felix@illinois.gov

A **Form 3** can be obtained from the Illinois Commerce Commission by calling (277) 782-7660 or on the web at:

<http://www.icc.illinois.gov/forms/results.aspx?st=4>

The billing address for **Grade Crossing Protection Fund** reimbursement is:

**CROSSING SIGNAL WORK**

Illinois Department of Transportation  
Fiscal Control Unit  
Bureau of Local Roads and Streets  
3000 S. Dirksen Parkway  
Springfield, Illinois 62764

**TRAFFIC SIGNAL INTERCONN. WORK**

Illinois Department of Transportation  
Region 4 Engineer, District 7  
Attn: Engineer of Local Roads and Streets  
400 West Wabash  
Effingham, IL 62401

Copies of the **United States Department of Transportation Inventory Form #6300.71** can be obtained on the web at:

<http://www.fra.dot.gov/eLib/details/L02727> (PDF)  
<http://www.fra.dot.gov/eLib/details/L03076> (Word Document)

Submit Inventory forms to:

Federal Railroad Administration Office of Safety 1200 New Jersey Ave, SE Washington, DC 20590 <i>or (data processing contractor)</i> Inventory Crossing Updates FRA Project Office Creative Information Technology, Inc. 4601 N. Fairfax Drive, Suite 1300 Arlington, VA 22203 RsisRXlupdates@dot.gov	<b><u>And</u></b>	Chief of Data Services Illinois Department of Transportation 3000 S. Dirksen Parkway Springfield, IL 62764 IL.RRXUpdates@Illinois.gov
---	-------------------	---

**ILLINOIS COMMERCE COMMISSION  
TRANSPORTATION BUREAU / RAIL SAFETY SECTION  
PROJECT STATUS REPORT:**

**TYPE:** (CHECK ONE)

PROGRESS	
COMPLETION	

DATE	
------	--

**PROJECT INFORMATION:**

Reporting Party:	City of Decatur
Docket/Order #; Date:	
Status Report (s) Due:	6 Month Intervals from Order Date
Ordered Completion Date:	Within 18 Months from Order Date
Completion Report Due:	5 Days after completion of work
AAR/DOT#, Milepost:	291241P railroad milepost 77.54-A
Street, (in/near) City, County:	ML King JR. DR., City of Decatur, Macon County, Illinois
Railroad Company:	IC

**PROJECT MANAGER INFORMATION:**

Name:	Matt Newell, P.E.
Title:	City of Decatur Public Works Director
Representing:	City of Decatur
Street Address:	1 Gary K. Anderson Plaza
City, State, Zip:	Decatur, IL 62523
Office Phone:	
Office Fax:	
Cellular Phone:	
E-Mail Address:	mnewell@decaturil.gov

**DESCRIPTION OF IMPROVEMENT(S) ORDERED:**

1. Install railroad interconnect cable from the junction box mounted on the outside of the new railroad crossing signal bungalow to the new traffic signal controller and traffic signal control cabinet.
2. Install new traffic signal controller and traffic signal control cabinet, to include battery backup and remote monitoring capabilities, by the City.
3. Renew railroad advance warning pavement markings ("RXR"), stop bars, and W10-1 advance warning signs on the highway approaches, in accordance with the minimum requirements of 92 Ill. Adm. Code 1535.310 (Exhibit C1) and the most current revision of the MUTCD.
4. Replace all four (4) existing antiquated turn restriction blank out signs with new R3-1a LED turn restriction blank out signs to include the word "TRAIN" beneath the international "No Turn" symbol, all per the MUTCD.
5. Install "Caution Walk Time Shortened When Train Approaches" signs near each pedestrian signal display.

**STATUS OF WORK:**

**ILLINOIS COMMERCE COMMISSION  
TRANSPORTATION BUREAU / RAIL SAFETY SECTION**

Mail directed to the **Rail Safety Section** or the **Director of Processing and Information**, Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission  
527 E. Capitol Avenue  
Springfield, IL 62701-3027

If you have questions contact      Luis Felix, Rail Safety Specialist  
Phone:                                      (277) 557-1287  
Email:                                        Luis.Felix@illinois.gov

A **Form 3** can be obtained from the Illinois Commerce Commission by calling (277) 782-7660 or on the web at:

<http://www.icc.illinois.gov/forms/results.aspx?st=4>

The billing address for **Grade Crossing Protection Fund** reimbursement is:

**CROSSING SIGNAL WORK**

Illinois Department of Transportation  
Fiscal Control Unit  
Bureau of Local Roads and Streets  
3000 S. Dirksen Parkway  
Springfield, Illinois 62764

**TRAFFIC SIGNAL INTERCONN. WORK**

Illinois Department of Transportation  
Region 4 Engineer, District 7  
Attn: Engineer of Local Roads and Streets  
400 West Wabash  
Effingham, IL 62401

Copies of the **United States Department of Transportation Inventory Form #6300.71** can be obtained on the web at:

<http://www.fra.dot.gov/eLib/details/L02727> (PDF)  
<http://www.fra.dot.gov/eLib/details/L03076> (Word Document)

Submit Inventory forms to:

Federal Railroad Administration Office of Safety 1200 New Jersey Ave, SE Washington, DC 20590 <i>or (data processing contractor)</i> Inventory Crossing Updates FRA Project Office Creative Information Technology, Inc. 4601 N. Fairfax Drive, Suite 1300 Arlington, VA 22203 RsisRXlupdates@dot.gov	<b><u>And</u></b>	Chief of Data Services Illinois Department of Transportation 3000 S. Dirksen Parkway Springfield, IL 62764 IL.RRXUpdates@Illinois.gov
---	-------------------	---



# Stipulated Agreement 2309 Illinois Central / Martin Luther King Jr. Drive / Wood Street



2/27/2024, 9:23:03 AM

Roads (small scale)

— <all other values>

— Interstate Highway

— State Route or U.S. Highway

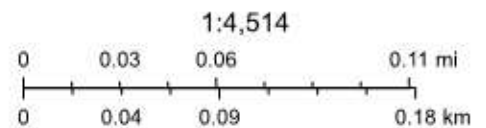
— Arterial

— Residential

— County Highway

— Railroad Tracks

□ Decatur City Limits



## Public Works

**DATE:** 2/23/2024

**MEMO:** 2024-35

**TO:** Honorable Mayor Julie Moore-Wolfe and City Council

**FROM:** Scot Wrighton, City Manager  
Matt Newell, P.E., Public Works Director

**SUBJECT:**

**Resolution Authorizing Stipulated Agreement 2307 Concerning Safety Improvements at the At-Grade Crossing with the Illinois Central Railroad Company at Martin Luther King Jr. Drive Near Peoria Avenue**

**SUMMARY RECOMMENDATION:**

It is recommended that the City Council approve the following Resolutions:

1. Resolution authorizing Stipulated Agreement 2307 between the Illinois Commerce Commission (ICC), Illinois Central Railroad Company (IC), the City of Decatur, and the Illinois Department of Transportation (IDOT) to complete safety improvements at the Martin Luther King Jr. Drive highway-rail grade crossing with the IC railroad tracks near Peoria Avenue.
2. Resolution authorizing Stipulated Agreement 2309 between the Illinois Commerce Commission (ICC), Illinois Central Railroad Company (IC), the City of Decatur, and the Illinois Department of Transportation (IDOT) to complete safety improvements at the Martin Luther King Jr. Drive / Wood Street highway-rail grade crossing with the IC railroad tracks.

**BACKGROUND:**

The Illinois Commerce Commission has evaluated the two at-grade crossings with the IC railroad on Martin Luther King Jr. Drive (see attached location maps) and has recommended the following safety improvements:

**Crossing near Peoria Avenue:** The installation of automatic flashing light signals and gates by the Illinois Central Railroad along with the relocation of sidewalks and installing pavement markings by the City. The City will pay all costs for the required work. It is anticipated that this will be completed by the Public Works Department staff.

**Crossing at Wood Street:** The installation of updated automatic flashing light signals by the Illinois Central Railroad. It is not feasible to install gates at the intersection. The City will install



a new traffic signal cabinet interconnected with the railroad and improve a portion of the traffic signals to current standards. This work is estimated to cost \$239,850 and will be reimbursed to the City 100% by the Grade Crossing Protection Fund. The City will also improve pavement markings and signage at the intersection at its cost.

**LEGAL REVIEW:** The Legal Department has reviewed and approved the agreements.

**PRIOR COUNCIL ACTION:**

There have been no prior Council actions on these Stipulated Agreements.

**POTENTIAL OBJECTIONS:** There are no known objections to the Stipulated Agreements.

**INPUT FROM OTHER SOURCES:**

Illinois Commerce Commission, Illinois Central Railroad Company and the Illinois Department of Transportation.

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

**BUDGET/TIME IMPLICATIONS:**

**Budget Impact:** Minor budget impacts.

**Staffing Impact:** Staff time will be allocated for this work.

**ATTACHMENTS:**

Description	Type
Resolution Authorizing Stipulated Agreement 2307 Concerning Safety Improvements at the At-Grade Crossing with the Illinois Central Railroad Company at Martin Luther King Jr. Drive Near Peoria Avenue	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING STIPULATED AGREEMENT 2307 CONCERNING  
SAFETY IMPROVEMENTS AT THE AT-GRADE CROSSING WITH THE ILLINOIS  
CENTRAL RAILROAD COMPANY AT MARTIN LUTHER KING JR. DRIVE NEAR  
PEORIA AVENUE**

---

**WHEREAS**, the City of Decatur has entered into a Stipulated Agreement No. 2307 with the Illinois Commerce Commission (ICC), Illinois Central Railroad Company and Illinois Department of Transportation (IDOT) concerning safety improvements at the Martin Luther King Jr. Drive (AAR/DOT #292858Y, railroad milepost 76.10-B) highway-rail grade crossing of the Illinois Central Railroad Company's track in the City of Decatur, Macon County, Illinois.

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

Section 1. That Stipulated Agreement 2307 presented to the City Council herewith between the City of Decatur, the Illinois Commerce Commission, Illinois Central Railroad Company, and the Illinois Department of Transportation concerning the safety improvements to the Martin Luther King Jr. Drive highway-rail grade crossing of the Illinois Central Railroad Company's track in Decatur, Illinois, as Exhibit A and it 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 sign, seal and attest said Agreement on behalf of the City.

PRESENTED and ADOPTED this 4<sup>th</sup> day of March 2024.

---

Julie Moore-Wolfe, Mayor

ATTEST:

---

Kim Althoff, City Clerk

## Exhibit A

### STATE OF ILLINOIS



### ILLINOIS COMMERCE COMMISSION TRANSPORTATION BUREAU / RAIL SAFETY SECTION

Brian Vercruysse

Rail Safety Program Administrator

February 20, 2024

Ms. Diane Lewis  
Manager of Public Projects  
Illinois Central Railway Company  
17641 S. Ashland Ave.  
Homewood, IL 60430  
[diane.lewis@cn.ca](mailto:diane.lewis@cn.ca)

Mr. William Pearsall, P.E.  
Bureau of Safety Programs and Engineering  
Illinois Department of Transportation  
2300 S. Dirksen Parkway  
Springfield, IL 62764  
Attn: Bill Pearsall, P.E..

Mr. Matt Newell, P.E.  
Public Works Director  
1 Gary K. Anderson Plaza  
Decatur, IL 62523  
[mnewell@decaturil.gov](mailto:mnewell@decaturil.gov)

Ms. Lewis, Mr. Pearsall, and Mr. Newell:

Enclosed are copies of Stipulated Agreement **2307** concerning safety improvements at the Martin Luther King, Jr. Drive highway-rail grade crossing (**AAR/DOT #292858Y railroad milepost 76.10-B**) of the Illinois Central Railroad's track in the City of Decatur, Macon County, Illinois.

In accordance with the provisions of the Commission's Recommended Procedures for Initiation and Execution of the Stipulated Agreement, all parties must sign the Execution Page of the agreement within 60 days from the date of mailing and return it to our office or the terms of the Agreement shall be renegotiated or declared void.

Please read the entire Agreement before execution. In addition, IC must submit Project Manager Information (see Exhibit E). If any changes are required, the sheets are to be corrected and submitted to this office along with the executed Agreement.

IC is hereby notified that not less than the prevailing rate of wages, as established by the Illinois Prevailing Wage Act, shall be paid to all laborers, mechanics, and other workers who are not IC's employees but who are retained by IC to perform construction or demolition work under the attached agreement or any related (sub)contract(s). The prevailing rate of wages are revised by the Illinois Department of Labor and are available on that department's official website or by calling (217) 782-6206.

We urge all parties to act expeditiously in executing the agreement so that the Commission will be in a position to enter an early Order in this matter.

527 E. Capitol Avenue, Springfield, IL 62701  
Telephone [217] 782-7660 Fax [217] 524-463  
[www.icc.illinois.gov](http://www.icc.illinois.gov)

Ms. Lewis, Mr. Pearsall, and Mr. Newell.  
February 20, 2024  
Page Two

Thank you for your prompt attention to this matter. If you have any questions, or need additional information, please contact Luis Felix, Railroad Safety Specialist, at (217) 557-1287, or [Luis.Felix@illinois.gov](mailto:Luis.Felix@illinois.gov).

Very truly yours,

A handwritten signature in black ink, appearing to read "Brian Vercruysse". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brian Vercruysse  
Rail Safety Program Administrator

Enclosure

LF

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT 2307**

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission (Commission), the Illinois Central Railroad Company (Company), City of Decatur (City), and the State of Illinois, Department of Transportation (Department or IDOT).

**WITNESSETH:**

WHEREAS, it has come to the attention of the Commission through staff evaluation that inquiry should be made into the matter of improving public safety by replacing antiquated automatic warning devices at the Martin Luther King Jr. Drive highway-rail grade crossing (AAR/DOT #292858Y railroad milepost 76.10-B) of the Company's track in the City of Decatur, Macon County, Illinois; and

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossing by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and other pertinent data relating to the crossing have been obtained and shown on Exhibit A attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossing upon determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, 625 ILCS 5/18(c)-7401, requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the traveling public the Grade Crossing Protection Fund (GCPF) of the Motor Fuel Tax Law (MFT) be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following improvements in the interest of public safety at the aforesaid crossing should be:

- (a) Replace the existing antiquated cantilever automatic flashing light signals and control circuitry with new cantilever automatic flashing light signals and gates with a bell controlled by constant warning time circuitry, and equipped with an event recorder and a remote monitoring system, by the Company.

- (b) Relocate existing east and west sidewalks to be a minimum 4'-3" from the center of the cantilever/gate mast as to clear the gate counterweights, by the City.
- (c) Renew "RXR" advance warning pavement markings and stop bars and apply cross-hatch pavement markings in the painted flush median, by the City.

Section 3 The Company has prepared a preliminary "detailed" cost estimate and circuit plans to accomplish the proposed safety improvements, which may be required by Commission Order. The cost estimate and circuit plans are attached and incorporated herein by reference as Exhibit B. The City will relocate the existing sidewalks and apply the pavement markings at its own cost and retain the existing maintenance obligations for each.

Section 4 The Company and the City shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed signal improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed signal improvements should be eighteen (18) months from the date of a Commission Order approving this Agreement.

Section 5 The parties agree that an equitable division of cost for the proposed improvements is as follows:

**COST DIVISION TABLE**

IMPROVEMENT	EST. COST	GCPF	CITY	COMPANY	IDOT
Install Automatic Flashing Light Signals and Gates, controlled by CWT Circuitry	\$474,624	(95%) \$450,892 <sup>2</sup>	\$0	(5%) \$23,731 <sup>1</sup>	\$0
Relocate Sidewalks, (Re)Apply "RXR", Stop Bar, and Cross-hatch Pavement Markings	Not Required	\$0	100% <sup>3</sup>	N/A	N/A
<b>TOTALS</b>	<b>\$474,624</b>	<b>\$450,892<sup>2</sup></b>	<b>---<sup>3</sup></b>	<b>\$23,731<sup>1</sup></b>	<b>\$0</b>

Notes:

<sup>1</sup>GCPF assistance for the new automatic warning devices not to exceed \$450,892; any design and installation costs above the total estimated amount of \$474,624 will be divided in the same percentages noted above, upon submittal and review of evidence to support the additional cost and subject to approval by the Commission.

<sup>2</sup>Company responsible for all future operation and maintenance costs associated with the new automatic warning devices at the crossing.

<sup>3</sup>City responsible for all future maintenance costs associated with the relocated sidewalks and pavement markings at the crossing.

Section 6 The City is financially able and willing to pay a portion of the cost for the proposed improvements as may be assigned by the Order and indicates this intent by Resolution incorporated herein by reference as Exhibit D. The City shall submit a certified copy of their Resolution at the same time as the Execution Page of this Agreement is submitted to the Commission.

Section 7 Special Provisions: The Company is responsible for all future costs associated with the operation and maintenance of the new automatic warning devices in accordance with the following parts of Title 49 - Code of Federal Regulations (CFR): 49 CFR 214 - Railroad Worker Safety; 49 CFR 228 - Hours of Service of Railroad Employees; 49 CFR 233 - Signal Systems Recording Requirements; and 49 CFR 234 Grade Crossing Signal System Safety.

The Company shall review the Project Manager Information portion of the Project Status Report sheets, attached as Exhibits E and E1. If any changes are required, the sheet must be corrected and returned with this executed Agreement.

The Company and the City shall, at six (6) month intervals from the date of the Commission Order approving this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, attached as Exhibit E regarding the progress it has made toward completion of the work required by this Agreement. Each Project Status Report shall include the Commission Order's docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Company and City Project Manager.

All bills for the automatic warning devices specified in Section 2 of this Agreement authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, IL 62764. All bills shall meet the minimum documentation requirements set forth in Section 8 of this Agreement. The Department shall reimburse the Company and the Township in accordance with the State Prompt Payment Act (Illinois Compiled Statutes, 30 ILCS 540/).

The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement. The final bill for expenditures from each party shall be clearly marked "Final Bill". The Department shall not obligate any assistance from the Grade Crossing Protection Fund for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12<sup>th</sup> month from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for this project, conduct a review to determine if any unused assistance from the Grade Crossing Protection Fund should be de-obligated. Upon completion of the review, the Commission shall notify the Department to de-obligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

**Section 8** Billing: For all work specified in this Agreement, and authorized by an Order of the Commission, the Company shall assure that sufficient documentation for all bills is made available to the Department. The minimum documentation that must be made available is outlined below:

- a) Labor Charges (including additives) - Copies of employee work hours charged to the project.
- b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; and the number of hours the equipment was used on the project.
- c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
- d) Engineering - Copies of employee work hours charged to the project.
- e) Supervision - Copies of employee work hours charged to the project.
- f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
- g) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
- h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice, as applicable.
- i) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
- j) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.
- k) Travel - Each invoice shall include copies of all costs incurred, such as lodging, meals, per diem, rates and totals. Rail carriers shall provide an electronic copy of its current Rail Carrier Travel Policy. Reimbursement of travel costs shall be in accordance with State of Illinois travel regulations under 9 Illinois Administrative Code part 3000 and appendices. Any proposal or attempt to use an alternative travel reimbursement method must be reviewed and approved by the Department prior to travel.

Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the Federal Highway Administration. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles, are not eligible for reimbursement on this project. Surcharges will be subject to review and approval by the Department.

**Section 9** This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.



In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 20<sup>th</sup> day of February 2024.

A handwritten signature in blue ink that reads "Brian Vercruysse". To the right of the signature, there is a small "2" followed by "AT" in blue ink.

---

Brian Vercruysse  
Rail Safety Program Administrator

LF

Illinois Commerce Commission Stipulated Agreement 2307, executed by Commission Staff on February 20, 2024, concerning safety improvements at the Martin Luther King, Jr. Drive (AAR/DOT #292858Y railroad milepost 76.10-B) highway-rail grade crossing of the Illinois Central Railroad Company's tracks in the City of Decatur, Macon County, Illinois.

Executed by the Illinois Central Railroad Company this \_\_\_\_ day of \_\_\_\_\_ 2024.

ILLINOIS CENTRAL RAILROAD COMPANY

By: \_\_\_\_\_

Illinois Commerce Commission Stipulated Agreement 2307, executed by Commission Staff on February 20, 2024, concerning safety improvements at the Martin Luther King, Jr. Drive (AAR/DOT #292858Y railroad milepost 76.10-B) highway-rail grade crossing of the Illinois Central Railroad Company's tracks in the City of Decatur, Macon County, Illinois

Executed by the Illinois Department of Transportation this \_\_\_\_day of \_\_\_\_\_2024.

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Illinois Commerce Commission Stipulated Agreement 2307, executed by Commission Staff on February 20, 2024, concerning safety improvements at the Martin Luther King, Jr. Drive (AAR/DOT #292858Y railroad milepost 76.10-B) highway-rail grade crossing of the Illinois Central Railroad Company's tracks in the City of Decatur, Macon County, Illinois

Executed by the City of Decatur this \_\_\_\_ day of \_\_\_\_\_ 2024.

CITY OF DECATUR.

BY:

---

**ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT  
CROSSING DATA FORM**

**GENERAL INFORMATION:** See Location Sketch (Page 3)

<b>RAILROAD</b>	Illinois Central Railroad Company (IC)
<b>USDOT#, MILEPOST</b>	292858Y railroad milepost 76.10-B
<b>STREET, CITY, COUNTY</b>	ML King Jr. Drive, Iroquois County, Illinois
<b>JURISDICTION (RDWY)</b>	City of Decatur, Macon County, Illinois
<b>LOCATION</b>	URBAN
<b>ROADWAY SURFACE</b>	Asphalt; Width Varies; Fair Condition

**CROSSING DATA:** Also see Location Sketch (Page 3) for roadway profile.

<b>TRACK (North-South)</b>	<b>SURFACE TYPE</b>	<b>SURFACE WIDTH</b>	<b>SURFACE CONDITION</b>
Main	Full Depth Rubber	85'	Fair

**ROADWAY DATA:** See Location Sketch (Page 3)

<b>INTERSECTING ROADS:</b>	Peoria Ave. < 35 feet south of crossing*
<b>TRAFFIC CONTROL</b>	Stop Sign on Peoria Ave; MLK JR. Drive traffic does not stop
<b>ADT &amp; SPEED</b>	6950 ADT @ 30 mph.
<b>TRAFFIC TYPE</b>	Passenger cars, School Buses, Hazmat Vehicles all possible.
<b>ADVANCE WARNING</b>	Yes
<b>PAVEMENT MARKING</b>	Yes

**RAILROAD DATA:** See Location Sketch (Page 3)

<b>FREIGHT TRAFFIC</b>	6/day @ 20 MPH
<b>PASSENGER TRAFFIC</b>	No
<b>WARNING DEVICES</b>	Cantilever Automatic Flashing Light Signals (CAFLS)

NOTES:

**VISIBILITY STUDY:** See Location Sketch (Page 3)

<b>Train Speed</b>	20	<b>MPH</b>
<b>Roadway Speed</b>	30	<b>MPH</b>
<b>Required Stopping Sight Distance (SSD)</b>		
<b>Along Roadway</b>	222	<b>FEET</b>
<b>Along Tracks</b>	198	<b>FEET</b>
<b>Reqd. Clearing Sight Dist. (CSD) (Along Tracks)</b>	480	<b>FEET</b>

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

<b>QUADRANT</b>	<b>CSD (FT)</b>	<b>OBSTRUCTION</b>	<b>SSD (FT)</b>	<b>OBSTRUCTION</b>
<b>NE</b>	OBST	CURVE / BUILDINGS	OBST	CURVE / BUILDINGS
<b>NW</b>	OBST	CURVE / BUILDINGS	OBST	CURVE / BUILDINGS
<b>SE</b>	OBST	CURVE / BUILDINGS	OBST	CURVE / BUILDINGS
<b>SW</b>	OBST	CURVE / BUILDINGS	OBST	CURVE / BUILDINGS

\*Note: Automatic flashing light signals and gates (AFLS&G) eliminate the need to satisfy minimum Sight Distance criteria.

**APPROACH GRADES:** See Location Sketch (Page 3)

<b>DIRECTION/South</b>			<b>DIRECTION/North</b>		
<b>DISTANCE (FT)</b>	<b>ELEVATION (FT)</b>	<b>GRADE (%)</b>	<b>DISTANCE (FT)</b>	<b>ELEVATION (FT)</b>	<b>GRADE (%)</b>
SEE	EXHIBIT	A	PAGE	3	

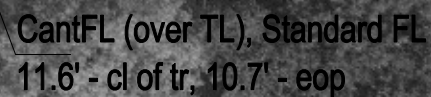
Distance measured from outermost rail.

**COMMENTS:**

See Page 3 for a Location Sketch (Aerial Photo) of the crossing.

Staff recommends that the GCPF be used pay 95% of the cost to install new automatic flashing lights signals & gates, event recorder, remote monitor, and track circuits, and that the IC pay all remaining installation costs for the new automatic warning devices. Staff also recommends that IC be responsible for all future operation and maintenance costs associated with the new automatic warning devices at ML KING JR. DR. crossing.

Staff recommends that the City pay 100% of the cost to relocate the existing sidewalks and (re)apply "RXR", stop bar, and cross-hatch pavement markings. Staff also recommends that City be responsible for all future maintenance costs associated with the sidewalks and (re)apply "RXR", stop bar, and cross-hatch pavement markings.



Crossing #:	292858Y
Location:	Macon Co., City of Decatur (I)
Lat/Long:	39°51'38" / 88°57'00"
Railroad:	IC
Street:	M. L. King Jr. Dr.
Railroad Milepost:	76.15
Crossing Protection:	Train Activated Device

ILLINOIS CENTRAL RAILROAD COMPANY  
A WHOLLY OWNED SUBSIDIARY OF  
CANADIAN NATIONAL RAILWAY COMPANY  
HIGHWAY-RAIL GRADE CROSSING SIGNAL ESTIMATE

Estimate No.:	22-1608
Date:	March 1, 2023
Roadway Name:	Martin Luther King Jr Dr
Location:	Decatur, IL
Railroad Region:	Southern
Railroad Subdivision:	Peoria
Railroad Milepost:	076.10
DOT Crossing No.:	292858Y

Description of Work:

Install flashing light signals (LED) on a combination walkout cantilever with gates and bell controlled by constant warning time circuitry in a new pre-wired bungalow.



Martin Luther King Jr Dr

Page 2

Decatur, IL

22-1608

## MATERIAL

## MISCELLANEOUS MATERIAL

Item	Quantity	Units	Unit Cost	Cost
Backfill	200	TON	\$ 90.00	\$ 18,000.00
Signal Material	1	LOT	\$ 5,000.00	\$ 5,000.00
Generator - RedHawk Fuel Cell	1	EACH	\$ 22,000.00	\$ 22,000.00
				=====
SUBTOTAL MISCELLANEOUS MATERIAL				\$ 45,000.00

## CROSSING PACKAGE MATERIAL

Item	Quantity	Units	Unit Cost	Cost
Pre-wired Aluminum Bungalow, 8'x8'	1	EACH	\$ 35,000.00	\$ 35,000.00
ElectrologIXS XP4, 1 Track (redundant)	1	EACH	\$ 17,000.00	\$ 17,000.00
XIP-20B Interface Panel, wall mount & cable	2	EACH	\$ 500.00	\$ 1,000.00
DAU crossing monitor	1	EACH	\$ 2,200.00	\$ 2,200.00
WSDMM module	1	EACH	\$ 4,500.00	\$ 4,500.00
Modem, Cellular	1	EACH	\$ 3,500.00	\$ 3,500.00
Converter, 12VDC/12VDC	1	EACH	\$ 1,500.00	\$ 1,500.00
Antenna with 36" Pole Kit	1	EACH	\$ 1,500.00	\$ 1,500.00
Rectifier, NRS HF-MAX	2	EACH	\$ 1,800.00	\$ 3,600.00
Battery, Ni-Cad, SPL 250 AH	11	EACH	\$ 210.00	\$ 2,310.00
Battery, Ni-Cad, SPL 340 AH	10	EACH	\$ 280.00	\$ 2,800.00
Foundation, Cantilever	2	EACH	\$ 4,100.00	\$ 8,200.00
Cantilever Assy, Walkout 24' Combo	2	EACH	\$ 28,000.00	\$ 56,000.00
LED Flasher Assy, 1-Way, Jury Mast	2	EACH	\$ 900.00	\$ 1,800.00
LED Flasher & Crossarm Assy, 1-Way	1	EACH	\$ 1,100.00	\$ 1,100.00
Gate Arm	2	EACH	\$ 900.00	\$ 1,800.00
Gatekeeper	2	EACH	\$ 2,000.00	\$ 4,000.00
Bell, Electronic	1	EACH	\$ 400.00	\$ 400.00
Shunt/Coupler Enclosure	2	EACH	\$ 1,200.00	\$ 2,400.00
Narrow-band shunt, multifrequency	2	EACH	\$ 700.00	\$ 1,400.00
Track Wire, 2c#6	400	FEET	\$ 1.80	\$ 720.00
Power Cable, 3c#2	500	FEET	\$ 7.70	\$ 3,850.00
Signal Cable, 16c(7c#6, 9c#14)	400	FEET	\$ 8.00	\$ 3,200.00
				=====
SUBTOTAL CROSSING PACKAGE MATERIAL				\$ 159,780.00

## TOTAL MATERIAL

=====

\$ 204,780.00

Martin Luther King Jr Dr

Page 3

Decatur, IL

22-1608

## LABOR

## SIGNAL LABOR

Item	Gang Days	Cost/Day	Cost
6-man Gang	15	\$ 3,500.00	\$ 52,500.00
			=====
SUBTOTAL SIGNAL LABOR			\$ 52,500.00

## MISCELLANEOUS LABOR

Item	Quantity	Units	Unit Cost	Cost
Preliminary Engineering	1	L.S.	\$ 2,500.00	\$ 2,500.00
Construction Engineering	1	L.S.	\$ 2,500.00	\$ 2,500.00
Accounting	1	L.S.	\$ 200.00	\$ 200.00
				=====
SUBTOTAL MISCELLANEOUS LABOR				\$ 5,200.00

## TOTAL LABOR

=====

\$ 57,700.00

## OTHER

Item	Quantity	Units	Unit Cost	Cost
Contractor/Rented Equipment	1	L.S.	\$ 9,375.00	\$ 9,375.00
Directional Boring (By Others)	250	FT	\$ 41.00	\$ 10,250.00
Power Service, AC	1	L.S.	\$ 30,000.00	\$ 30,000.00
Freight on Crossing Package	1	L.S.	\$ 5,000.00	\$ 5,000.00
Construction Engineering (Contracted)	1	L.S.	\$ 8,500.00	\$ 8,500.00
Waste Disposal	1	L.S.	\$ 5,500.00	\$ 5,500.00
Per Diem/Business Expense	1	L.S.	\$ 30,000.00	\$ 30,000.00
Sales Tax on Material	1	L.S.	\$ 11,185.00	\$ 11,185.00
				=====
TOTAL OTHER				\$ 109,810.00

## TOTAL DIRECT COSTS

=====

\$ 372,290.00

Martin Luther King Jr Dr

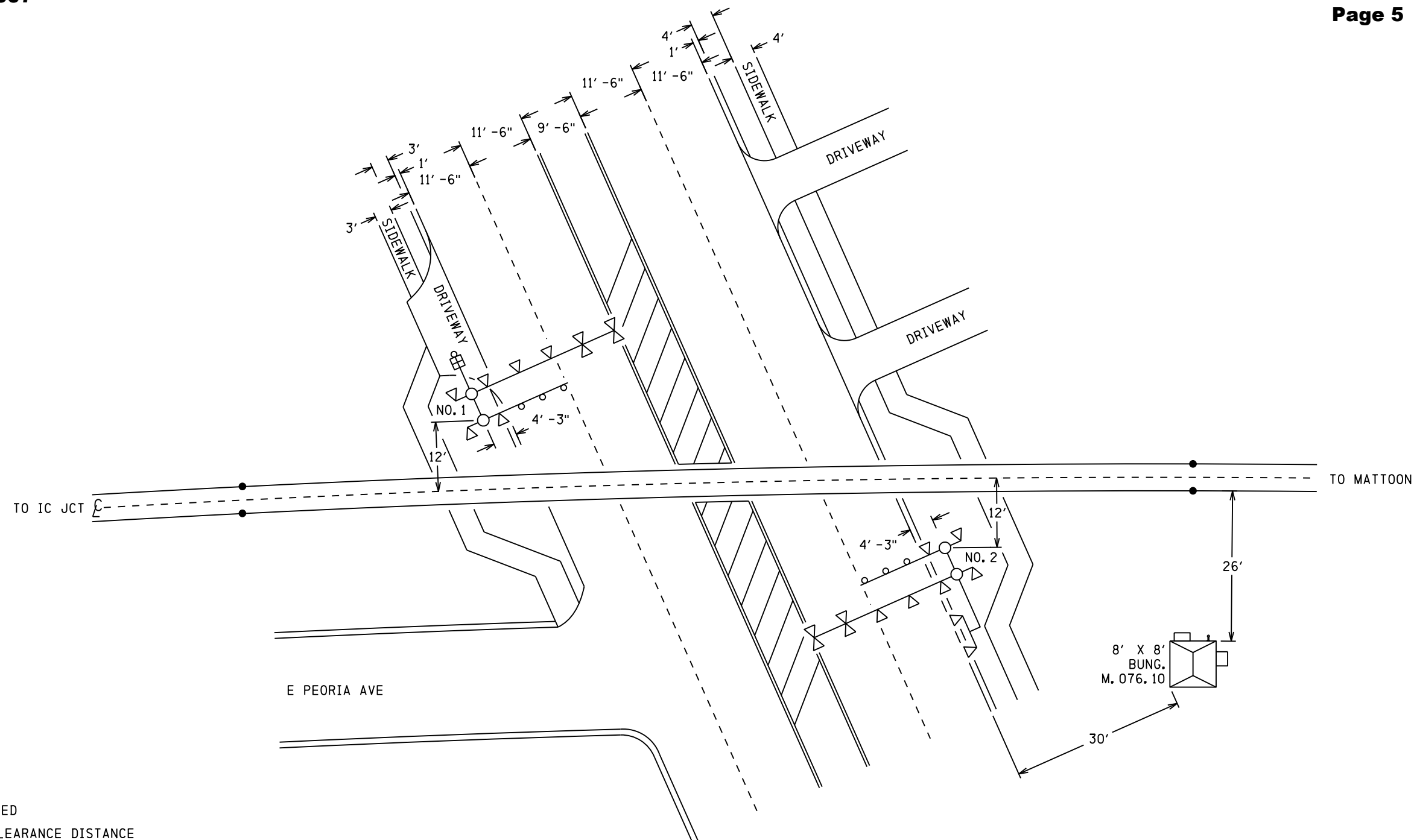
Page 4

Decatur, IL

22-1608

## FHWA ADDITIVES

Material		\$ 204,780.00	
Material Additive	5.00%		\$ 10,239.00
Signal Labor		\$ 52,500.00	
Signal Labor Additive	159.61%		\$ 83,795.00
Engineering Labor		\$ 5,000.00	
Engineering Labor Additive	159.61%		\$ 7,981.00
Accounting Labor		\$ 200.00	
Accounting Labor Additive	159.61%		\$ 319.00
Other		\$ 109,810.00	
		=====	=====
TOTAL DIRECT COSTS		\$ 372,290.00	
TOTAL FHWA ADDITIVES			\$ 102,334.00
			=====
GRAND TOTAL FHWA BASIS			\$ 474,624.00

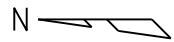


## NOTES

- 1) 20 MPH DESIGN SPEED
- 2) 35 FEET MAXIMUM CLEARANCE DISTANCE
- 3) 165 FEET ISLAND DISTANCE
- 4) CONSTANT WARNING CONTROL
- 5) APPROACH CIRCUIT DISTANCE PROVIDES FOR:
  - 0 SEC CLEARANCE TIME
  - 0 SEC PREEMPTION TIME (0 SEC ADVANCE TIME)
  - 20 SEC MINIMUM WARNING TIME
  - 4 SEC GATE DESCENT DELAY
  - 10 SEC BUFFER TIME
  - 5 SEC EQUIPMENT REACTION TIME
- 6) 28 FEET NO.1 GATE ARM LENGTH  
28 FEET NO.2 GATE ARM LENGTH
- 7) 24 FEET NO.1 CANTILEVER LENGTH  
24 FEET NO.2 CANTILEVER LENGTH

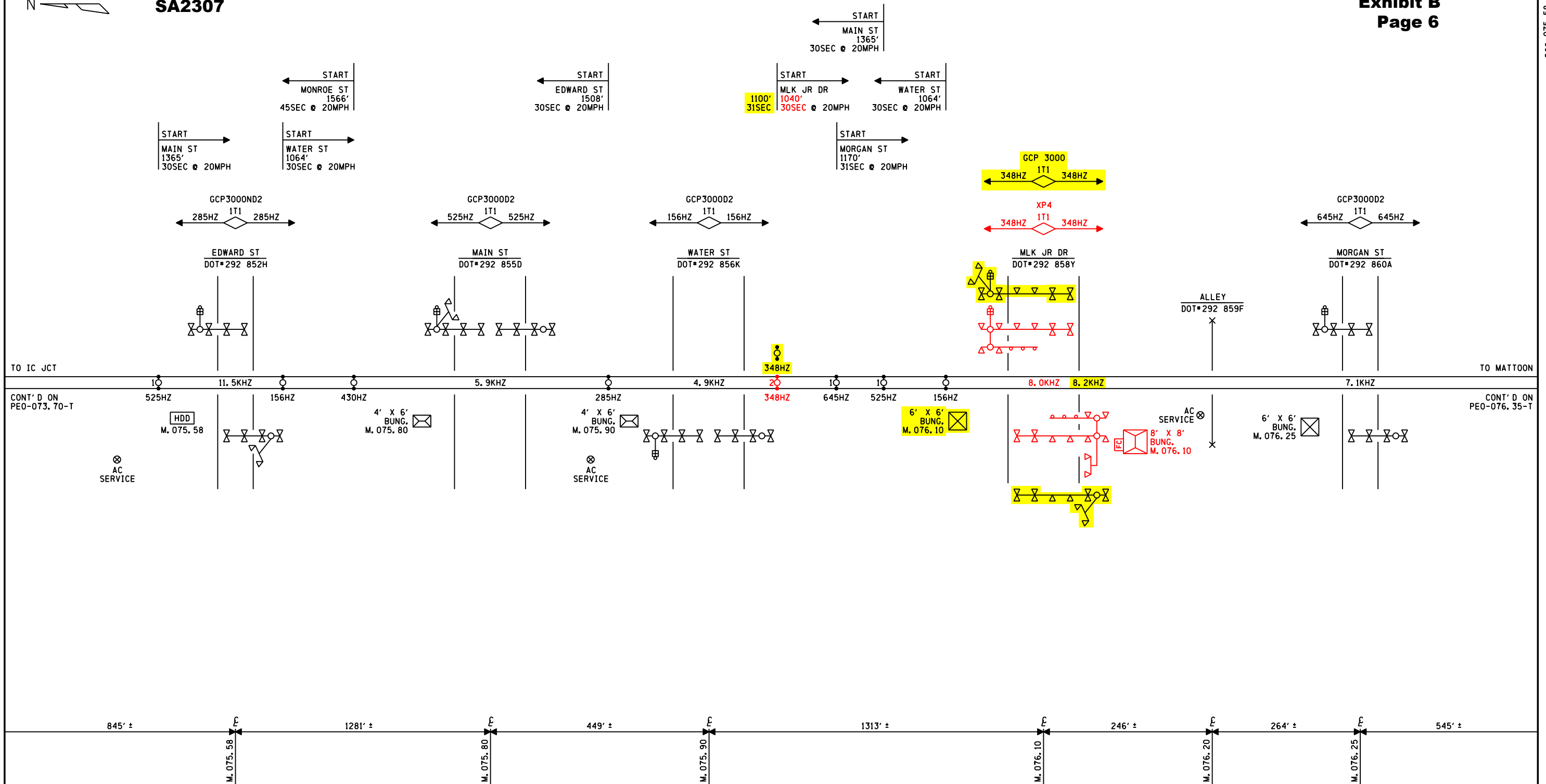
Page 80 of 134

[illegible]



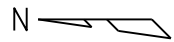
SA2307

Exhibit B  
Page 6



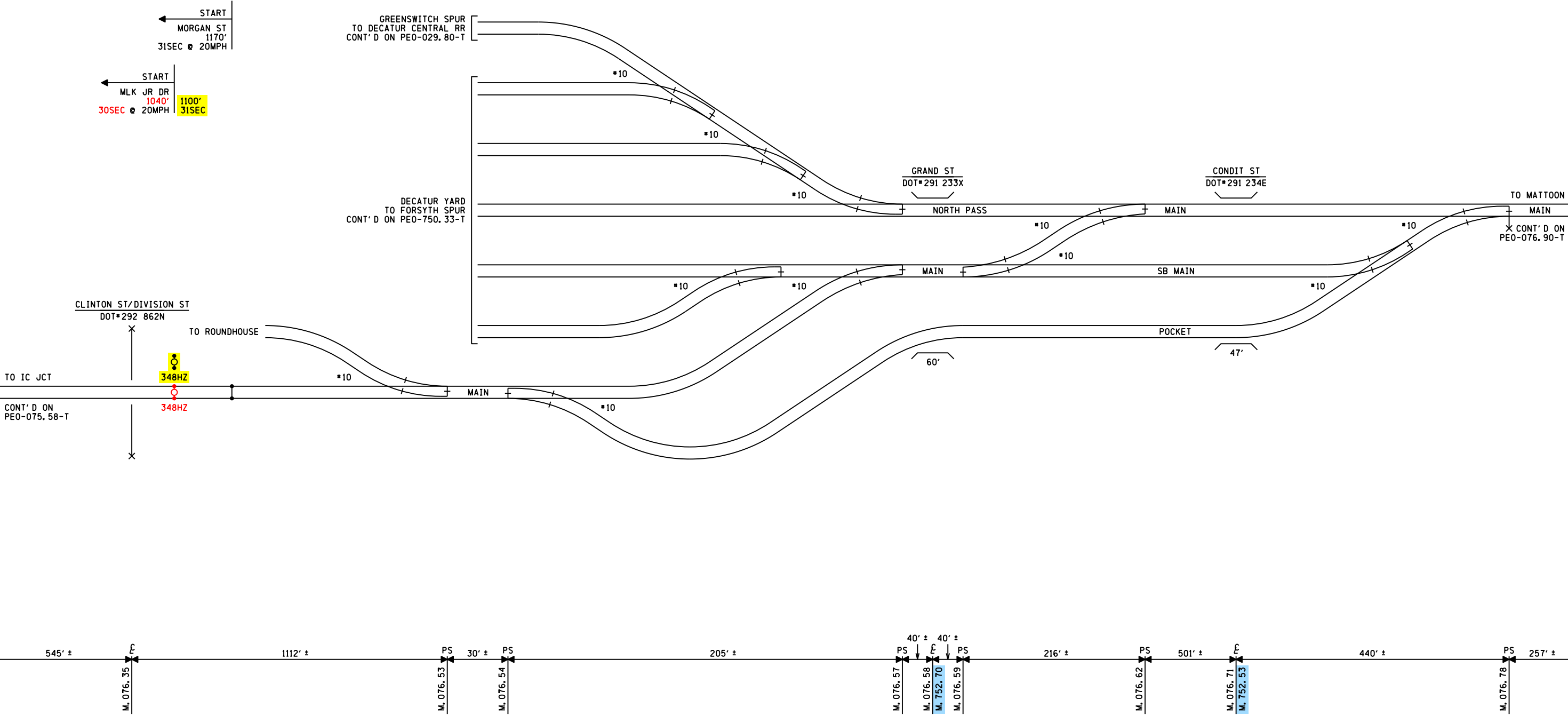
- NOTES
- 1) ALL APPROACH DISTANCES MEASURED FROM TRACK LEADS
- DENOTES MULTIFREQUENCY NARROW-BAND SHUNT #62775-1543
- DENOTES MULTIFREQUENCY NARROW-BAND SHUNT #62775-3497
- DENOTES MULTIFREQUENCY NARROW-BAND SHUNT FSS-1E

PROPOSED			REVISIONS			D	C	COMPLETED			C	REGION SOUTHERN		
D	M	Y	D	M	Y			D	M	Y		SUB.	PEORIA	362
26	12	18						07	09	18	KCK			
27	12	18						13	03	19	MSB			
28	12	18						13	03	19	MSB			
30	01	23						13	03	19	MSB	SIGNALS AND COMMUNICATIONS		
<b>PROPOSED</b> DESIGN NO. <u>22-1608</u> <b>RED-IN</b> <b>YELLOW-OUT</b>												HOMWOOD		
												DES.		
												CH.		
<b>AS INSTALLED</b> DATE _____ BY _____ (PRINT NAME)												TRACK PLAN M. 075. 58 TO M. 076. 25		
												PEO-075. 58-T		



SA2307

Exhibit B  
Page 7



- NOTES
- 1) ALL APPROACH DISTANCES MEASURED FROM TRACK LEADS
  - DENOTES #6 HARDWIRE SHUNT
  - DENOTES MULTIFREQUENCY NARROW-BAND SHUNT FSS-1E #62775-1543

TO BE CONFIRMED

CONFIRMED

DATE \_\_\_\_\_

BY \_\_\_\_\_

(PRINT NAME)

PROPOSED

DESIGN NO. 22-1608

RED-IN YELLOW-OUT

AS INSTALLED

DATE \_\_\_\_\_

BY \_\_\_\_\_

(PRINT NAME)

PROPOSED			REVISIONS			D	C	COMPLETED			C	REGION SOUTHERN	
D	M	Y	D	M	Y			D	M	Y		SUB.	PEORIA 362
27	12	18	PLAN REDRAWN			MSB	TPF	07	09	18	KCK	SIGNALS AND COMMUNICATIONS HOMECOMING	
28	12	18	M. 076.15 GCP3000			MSB	TPF	13	03	19	MSB		
			M. 076.25 GCP3000			MSB	TPF	13	03	19	MSB		
30	01	23	PLAN UPDATED					05	02	20	KCK	DES.	
			M. 076.10 XING UPGRADE			TPF	CN					CH.	
												TRACK PLAN	
												M. 076.35 TO M. 076.78	
												PEO-076.35-T	

**ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT 2307**

The \_\_\_\_\_  
(City of Decatur)

meeting on \_\_\_\_\_, Resolved to authorize  
(Date)

\_\_\_\_\_ to act as its designated agent in the  
(Name, Office)

processing of this Stipulated Agreement and that the City is financially willing and able to bear the cost for the proposed improvements as may be assigned to it according to Section 5 of this Agreement.

**ILLINOIS COMMERCE COMMISSION  
TRANSPORTATION BUREAU / RAIL SAFETY SECTION  
PROJECT STATUS REPORT:**

**TYPE:** (CHECK ONE)

PROGRESS	
COMPLETION	

DATE	
------	--

**PROJECT INFORMATION:**

Reporting Party:	Illinois Central Railroad Company (IC)
Docket/Order #; Date:	
Status Report (s) Due:	6 Month Intervals from Order Date
Ordered Completion Date:	Within 18 Months from Order Date
Completion Report Due:	5 Days after completion of work
AAR/DOT#, Milepost:	292858Y railroad milepost 76.10-B
Street, (in/near) City, County:	ML King JR. DR., City of Decatur, Macon County, Illinois
Railroad Company:	IC

**PROJECT MANAGER INFORMATION:**

Name:	Diane Lewis
Title:	Manager, Public Works
Representing:	IC
Street Address:	17641 S. Ashland Ave.
City, State, Zip:	Homewood, IL 60430
Office Phone:	(708) 332-3557
Office Fax:	
Cellular Phone:	
E-Mail Address:	<a href="mailto:Diane.Lewis@cn.ca">Diane.Lewis@cn.ca</a>

**DESCRIPTION OF IMPROVEMENT(S) ORDERED:**

- 1) Install new cantilever automatic flashing light signals and gates with a bell, controlled by constant warning time circuitry, and equipped with an event recorder and remote monitoring system at the ML King JR. DR. crossing.

**STATUS OF WORK:**



**ILLINOIS COMMERCE COMMISSION  
TRANSPORTATION BUREAU / RAIL SAFETY SECTION**

Mail directed to the **Rail Safety Section** or the **Director of Processing and Information**, Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission  
527 E. Capitol Avenue  
Springfield, IL 62701-3027

If you have questions contact      Luis Felix, Rail Safety Specialist  
Phone:                                      (277) 557-1287  
Email:                                        Luis.Felix@illinois.gov

A **Form 3** can be obtained from the Illinois Commerce Commission by calling (277) 782-7660 or on the web at:

<http://www.icc.illinois.gov/forms/results.aspx?st=4>

The billing address for **Grade Crossing Protection Fund** reimbursement is:

**CROSSING SIGNAL WORK**

**APPROACH WORK**

Illinois Department of Transportation  
Fiscal Control Unit  
Bureau of Local Roads and Streets  
3000 S. Dirksen Parkway  
Springfield, Illinois 62764

Copies of the **United States Department of Transportation Inventory Form #6300.71** can be obtained on the web at:

<http://www.fra.dot.gov/eLib/details/L02727> (PDF)  
<http://www.fra.dot.gov/eLib/details/L03076> (Word Document)

Submit Inventory forms to:

Federal Railroad Administration Office of Safety 1200 New Jersey Ave, SE Washington, DC 20590 <i>or (data processing contractor)</i> Inventory Crossing Updates FRA Project Office Creative Information Technology, Inc. 4601 N. Fairfax Drive, Suite 1300 Arlington, VA 22203 RsisRXlupdates@dot.gov	<b><u>And</u></b>	Chief of Data Services Illinois Department of Transportation 3000 S. Dirksen Parkway Springfield, IL 62764 IL.RRXUpdates@Illinois.gov
---	-------------------	---

**ILLINOIS COMMERCE COMMISSION  
TRANSPORTATION BUREAU / RAIL SAFETY SECTION  
PROJECT STATUS REPORT:**

**TYPE:** (CHECK ONE)

PROGRESS	
COMPLETION	

DATE	
------	--

**PROJECT INFORMATION:**

Reporting Party:	City of Decatur
Docket/Order #; Date:	
Status Report (s) Due:	6 Month Intervals from Order Date
Ordered Completion Date:	Within 18 Months from Order Date
Completion Report Due:	5 Days after completion of work
AAR/DOT#, Milepost:	292858Y railroad milepost 76.10-B
Street, (in/near) City, County:	ML King JR. DR., City of Decatur, Macon County, Illinois
Railroad Company:	IC

**PROJECT MANAGER INFORMATION:**

Name:	Matt Newell, P.E.
Title:	City of Decatur Public Works Director
Representing:	City of Decatur
Street Address:	1 Gary K. Anderson Plaza
City, State, Zip:	Decatur, IL 62523
Office Phone:	
Office Fax:	
Cellular Phone:	
E-Mail Address:	mnewell@decaturil.gov

**DESCRIPTION OF IMPROVEMENT(S) ORDERED:**

1. Relocate existing east and west sidewalks to be a minimum 4'-3" from the center of the cantilever/gate mast as to clear the gate counterweights, by the City.
2. Renew "RXR" advance warning pavement markings and stop bars and apply cross-hatch pavement markings in the painted flush median, by the City.

**STATUS OF WORK:**

# Stipulated Agreement 2307 Illinois Central / Martin Luther King Jr. Drive



2/27/2024, 9:03:07 AM

Roads (small scale)

— <all other values>

— Interstate Highway

— State Route or U.S. Highway

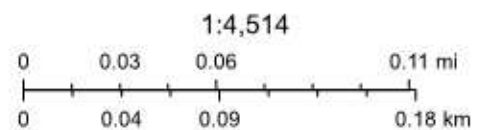
— Arterial

— Residential

— County Highway

— Railroad Tracks

□ Decatur City Limits



## Public Works

**DATE:** 2/23/2024

**MEMO:** 2024-30

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

**FROM:** Scot Wrighton, City Manager  
Matt Newell, P.E., Public Works Director  
Paul Caswell, P.E., City Engineer  
Robert Weil, P.E., Assistant City Engineer, Water Utility

**SUBJECT:** Ordinance Authorizing the City of Decatur of Macon County, Illinois to Borrow Funds from the Public Water Supply Loan Program

### **SUMMARY RECOMMENDATION:**

It is recommended that the City Council adopt the attached Ordinance authorizing a loan agreement to borrow up to \$21,000,000 from the Public Water Supply Loan Program, which is administered by the Illinois Environmental Protection Agency (IEPA). The proposed loan will cover engineering and construction costs associated with needed electrical improvements to the South Water Treatment Plant.

### **BACKGROUND:**

#### **Illinois Environmental Protection Agency (IEPA) State Revolving Loan Program**

The IEPA Wastewater and Drinking Water loan programs provide low-interest loans through the State Revolving Fund (SRF). The SRF includes two loan programs: the Water Pollution Control Loan Program (WPCLP) which funds both wastewater and storm water projects, and the Public Water Supply Loan Program (PWSLP) for drinking water projects. The current year loan interest rate is 1.81%.

Several years ago the city issued a \$25 million water/sewer bond issue at very favorable terms in anticipation of future water and sewer infrastructure projects--one of which was electrical improvements at the South Water Treatment Plant. These revenues can be used for any water and sewer project in the city's long-range plans. Use of the IEPA loan funds is more narrowly circumscribed. By using the IEPA's low-interest loan program for the SWTP upgrades, we provide more financial flexibility for the City Council to use proceeds from the previous bond issue on other projects.

#### **Project Funding through the Public Water Supply Loan Program**

The passage of an ordinance authorizing a loan agreement to borrow funds from the Illinois Public Water Supply Loan Program is one of the final steps in securing an IEPA low interest loan. The ordinance addresses the funding for the project and assures that the City is able to repay the loan over a 20-year time period beginning at the substantial completion of the project. The funds included in the loan request are summarized in the following table:

Work Item	Project Estimate

Design Engineering	\$1,450,000
Construction	\$18,000,000
Construction Contingency (10%)	\$1,800,000
Construction Engineering	\$650,000
Total Estimated Project Cost	\$20,250,000
Construction Period Interest (1.5%)	\$304,200
Sub-Total	\$20,584,200
<b>Total Loan Requested</b>	<b>\$21,000,000</b>

As is common with the Public Water Supply Loan Program, the actual loan document will not be fully written until a construction contract has been awarded by the City Council and approved by the IEPA. At that point, the agreement authorized by the attached ordinance will be signed by the City Manager and the loan activated. The contractor will then be given a notice to proceed.

### **Construction Engineering Services**

The IEPA requires that projects being supported by the Public Water Supply Loan Program be provided with project oversight by qualified resident engineers that are familiar with the water treatment work being proposed. A construction engineering agreement will be brought to the Mayor and Council at the same time that a construction contract is to be awarded.

–  
**LEGAL REVIEW:** The Ordinance was sent to Legal for review and was approved by Corporation Counsel on February 15, 2024.

**SCHEDULE:** The anticipated schedule is as follows:

Plans and Specifications Submitted to the IEPA	June 2024
Advertise for Bid	September 2024
Bids Opened by the City	October 2024
City Council Approves Bids Contingent on IEPA Funding	November 2024
The Loan is Authorized by the IEPA	November 2024
Notice to Proceed is Issued to the Contractor	December 2024
Project Completion	June 2026

### **PRIOR COUNCIL ACTION:**

1. **July 12, 2022** – Study session in which the Mayor and City Council were briefed on the Water Utility Long Term Sustainability Plan, which recommended replacement of aging electrical equipment at the South Water Treatment Plant.
2. **July 18, 2022** – Approval of a consulting services agreement with Crawford, Murphy and

Tilly (CMT) to design four improvement projects identified in the Water Utility Long Term Sustainability Plan, including the South Water Treatment Plan Electrical Improvements, Project No. 2022-18.

3. **October 17, 2022** – Approval of a resolution authorizing the City Manager to sign loan documents to initiate a State Revolving Fund loan from the Public Water Supply Loan program for engineering and construction costs associated with the South Water Treatment Plan Electrical Improvements, Project No. 2022-18.
4. **September 25, 2023** – Study session in which the Mayor and City Council received a tour of the South Water Treatment Plant and observed some of the 35-year old electrical equipment, which is nearing the end of its useful service life.

**POTENTIAL OBJECTIONS:** None

**INPUT FROM OTHER SOURCES:**

The City’s adviser on water finances and policy, Ms. Lisa Bonnett, has reviewed the proposed IEPA loan package and recommends approval. The attachments were primarily the work of CMT. The Finance Department has reviewed the loan ordinance.

**STAFF REFERENCE:** Matt Newell, Public Works Director, Paul Caswell, City Engineer, and Robert Weil, Assistant City Engineer. The memo was written by Robert Weil. Matt Newell will attend the City Council meeting to answer any questions of the Council on this item.

**BUDGET/TIME IMPLICATIONS:**

**Budget Impact:** Water utility revenues are sufficient to fund the debt service for this improvement.

A review of the water utility finances is currently being conducted. In addition, the Public Works Department recently obtained no-cost technical assistance through the USEPA, which is being provided by the US Water Alliance, a highly respected think tank for the water industry. The US Water Alliance will work with City staff to evaluate long term strategies to finance needed capital improvements while keeping rates affordable.

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

**ATTACHMENTS:**

Description	Type
Ordinance	Ordinance
Location Map	Backup Material



**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE AUTHORIZING THE CITY OF DECATUR OF MACON COUNTY,  
ILLINOIS TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN  
PROGRAM**

---

**WHEREAS**, the CITY of Decatur, Macon County, Illinois, operates its water system (“the System”) and in accordance with the provisions of the Art. VII, Sec. 6 of the Illinois Constitution, and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

**WHEREAS**, the MAYOR and CITY COUNCIL of the City of Decatur (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following: The South Water Treatment Plant Electrical Improvements, L17-2292 together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the City of Decatur, which Project has a useful life of 50 years; and

**WHEREAS**, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is Twenty-One Million Dollars (\$21,000,000.00), and there are insufficient funds on hand and lawfully available to pay these costs; and

**WHEREAS**, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

**WHEREAS**, the principal and interest payment shall be from City Fund 81, “Water Fund” which contains the Water User Fees collected by the City payable semi-annually, and the loan shall mature in 30 years, which is within the period of useful life of the Project; and

**WHEREAS**, the costs are expected to be paid for with a loan to the City of Decatur from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System, and the loan is authorized to be accepted at this time pursuant to the Act; and

**WHEREAS**, in accordance with the provisions of the Act, the City of Decatur is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of Twenty-One Million Dollars (\$21,000,000.00) to provide funds to pay the costs of the Project; and

**WHEREAS**, the loan to the City of Decatur shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City of Decatur and the Illinois Environmental Protection Agency;

**NOW THEREFORE**, be it ordained by the Corporate Authorities of the City of Decatur, Macon County, Illinois, as follows:

### **SECTION 1. INCORPORATION OF PREAMBLES**

The corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

### **SECTION 2. DETERMINATION TO BORROW FUNDS**

It is necessary and in the best interests of the City of Decatur to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City of Decatur in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed Twenty One Million Dollars (\$21,000,000.00).

### **SECTION 3. ADDITIONAL ORDINANCES**

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City of Decatur may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City of Decatur to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.



#### **SECTION 4. LOAN NOT INDEBTEDNESS OF THE CITY OF DECATUR**

Repayment of the loan to the Illinois Environmental Protection Agency by the City of Decatur pursuant to this Ordinance is to be solely from the revenue derived from water utility revenues collected by the City, and the loan does not constitute an indebtedness of the City of Decatur within the meaning of any constitutional or statutory limitation.

#### **SECTION 5. RESERVE ACCOUNTS**

As long as the City of Decatur has outstanding revenue bonds payable from revenues of the system that are senior to the revenue bond authorized by this ordinance, the City of Decatur shall maintain an account, coverage and reserves equivalent to the accounts, coverages and reserves required by the outstanding ordinances.

#### **SECTION 6. APPLICATION FOR LOAN**

The City Manager is hereby authorized to make an application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

#### **SECTION 7. OUTSTANDING BONDS**

The City of Decatur has outstanding bonds that are payable from revenues of the system, but the outstanding bonds are not senior to, but on parity with the loan authorized by this Ordinance.

#### **SECTION 8. AUTHORIZATION OF CITY MANAGER OF THE CITY OF DECATUR**

The City Manager is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authority authorizes the Public Works Director for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan. The loan funds received shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

#### **SECTION 9. SEVERABILITY**

If any section, paragraph, clause, or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

#### **SECTION 10. REPEALER**

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 4<sup>th</sup> day of March 2024.

---

Julie Moore Wolfe, Mayor

Attest:

---

Kim Althoff, City Clerk

#### CERTIFICATION

I, Kim Althoff, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Decatur, Illinois. I do further certify that the above and foregoing, identified as Ordinance Number \_\_\_\_\_, is a true, complete and correct copy of an ordinance otherwise identified as An Ordinance Authorizing the City of Decatur, Macon County, Illinois, to Borrow Funds From The Public Water Supply Loan Program, passed by the City Council of the City of Decatur on the \_\_\_\_ day of \_\_\_\_\_, 2024, and approved by the Mayor of the City of Decatur on the same said date, the original of which is part of the books and records within my control as Clerk of the City of Decatur.

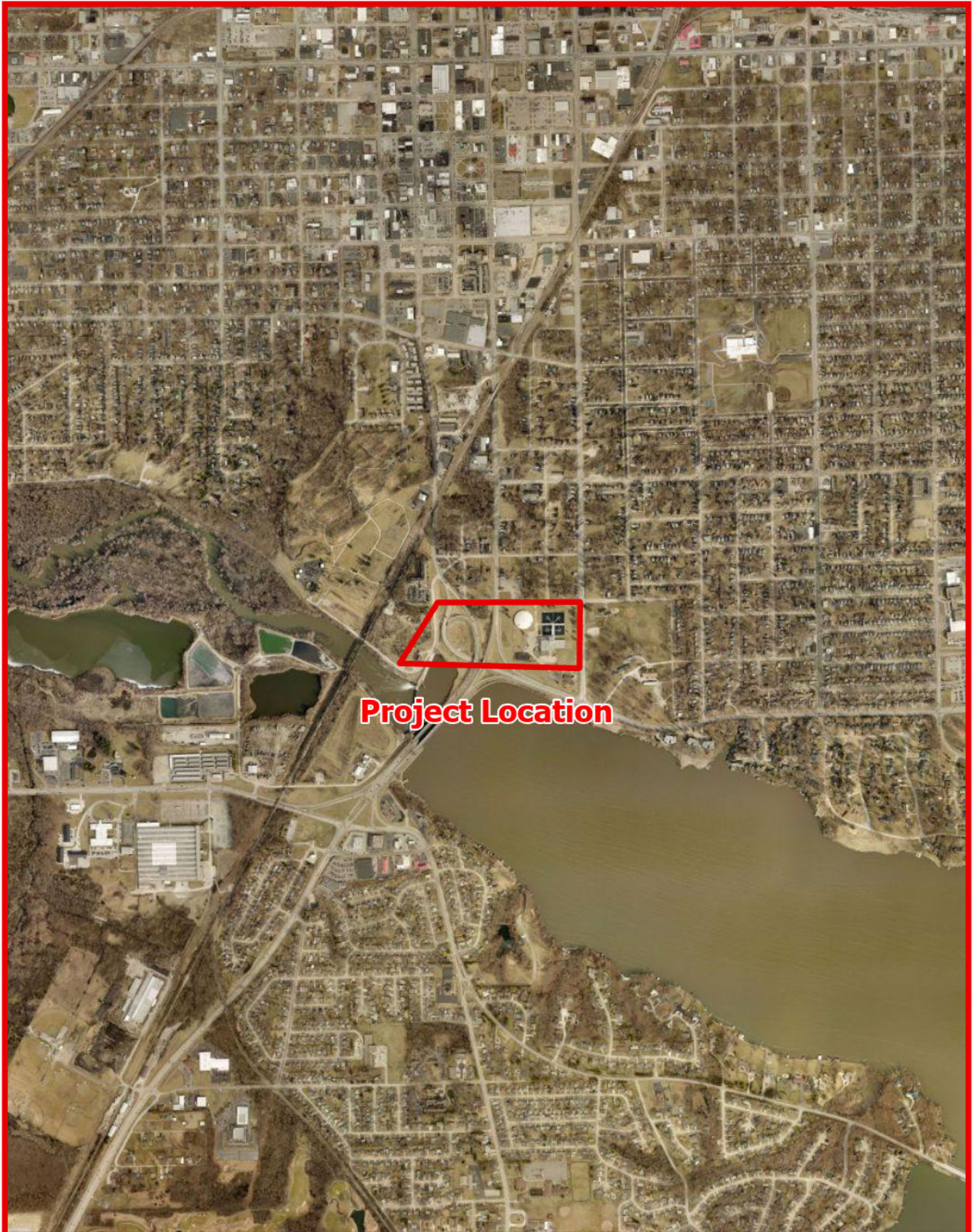
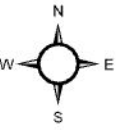
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

Clerk of the City of Decatur, Illinois



# South Water Treatment Plant Electrical Improvements Project





## Public Works

**DATE:** 2/23/2024

**MEMO:** 2024-40

**TO:** Honorable Mayor Julie Moore Wolfe and City Council Members

**FROM:** Scot Wrighton, City Manager  
Jon Kindseth, Deputy City Manager  
Matt Newell, Public Works Director

**SUBJECT:** Resolution Authorizing an Intergovernmental Agreement between the City of Decatur and the Macon County Conservation District for Assistance with Controlled Burning

**SUMMARY RECOMMENDATION:**

It is recommended that the City Council approve the attached resolution accepting an intergovernmental agreement between the City of Decatur and the Macon County Conservation District for Assistance with Controlled Burning.

**BACKGROUND:**

The city uses controlled burning of some city properties, like the Oakley Sediment Basin, to clear and control the growth of invasive species for land management reasons. Over the years, the Macon County Conservation District has helped the city manage controlled burns. The last controlled burn at the Oakley Sediment Basin was performed on March 15, 2023.

This agreement is an intergovernmental agreement between the city of Decatur and the Macon County Conservation District to provide for continuing assistance with controlled burns on City properties, primarily the Oakley Sediment Basin, but other sites too, if and when the need arises.

This agreement has already been adopted by the Conservation District's board. The Conservation District has provided ad hoc technical assistance in the past without an agreement in place, but moving forward it is anticipated that they will provide more assistance with more city projects. Therefore, a formal agreement is requested.

**POTENTIAL OBJECTIONS:** None.

**INPUT FROM OTHER SOURCES:** None.

**STAFF REFERENCE:** Matt Newell, Public Works Director, will attend the City Council meeting to answer any questions of the Council on this item. The agreement was provided to the Legal Dept for review.

**BUDGET/TIME IMPLICATIONS:** The City agrees to reimburse the Macon County Conservation District for materials or supplies needed for the controlled burns.

**ATTACHMENTS:**

Description	Type
RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DECATUR AND THE MACON COUNTY CONSERVATION DISTRICT FOR ASSISTANCE WITH CONTROLLED BURNING	Resolution Letter

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF DECATUR AND THE MACON COUNTY  
CONSERVATION DISTRICT FOR ASSISTANCE WITH CONTROLLED  
BURNING**

---

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

Section 1. That the Intergovernmental Agreement presented to the Council and attached hereto as Exhibit A, by and between the City of Decatur, Illinois and the Macon County Conservation District, for assistance with controlled burning, 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 sign, seal and attest said Intergovernmental Agreement on behalf of the City.

PRESENTED and ADOPTED this 4<sup>th</sup> day of March 2024.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

KIM ALTHOFF, CITY CLERK

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DECATUR AND  
THE MACON COUNTY CONSERVATION DISTRICT FOR ASSISTANCE WITH  
CONTROLLED BURNING**

THIS AGREEMENT made and entered into by and between the City of Decatur, an Illinois municipal corporation ("City"), and the Macon County Conservation District, an Illinois unit of local government ("District"), on the \_\_\_\_\_ day of \_\_\_\_\_, 2024. The parties mutually desire to enter into this Agreement and further stipulate and agree as follows:

WHEREAS, City and District are both public agencies as defined under the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.), and are therefore authorized and empowered to enter into intergovernmental agreements whereby they may exercise, combine, transfer, and enjoy jointly any powers, privileges, functions, or authority; and

WHEREAS, no ordinances or laws prohibit this Intergovernmental Agreement, or the transaction described herein; and

WHEREAS, the City of Decatur uses controlled burning of City properties like, but not limited to, the Oakley Sediment Basin, to clear and control invasive plants, clear and reduce foliage, and generally improve the property; and

WHEREAS, the City has benefited from the assistance provided by the Macon County Conservation District through periodic controlled burning of the City's various properties and desires that this assistance continue; and

WHEREAS, the Macon County Conservation District agrees to provide assistance to the City with the periodic controlled burns of city owned or controlled properties; and

WHEREAS, the Decatur City Council and Macon County Conservation District Board believe it to be beneficial for there to be an intergovernmental agreement for the District's continued assistance with these controlled burns of City properties; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the City of Decatur and the Macon County Conservation District agree as follows:

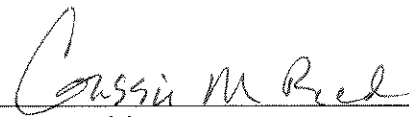
1. The Macon County Conservation District agrees to provide assistance in personnel, equipment, and material as is needed and available to assist the City of Decatur with periodic controlled burns of City owned or controlled properties.
2. The City of Decatur agrees to reimburse the District's material costs or supply any needed materials for the controlled burns.
3. Liability Limits: To the extent not prohibited by law, the City of Decatur shall indemnify and hold harmless the District and its trustees, directors, officers, employees, agents and volunteers from any and all claims, damages, costs, and expenses, including without limitation, reasonable attorney's fees caused by the City of Decatur or any of its agents, contractors, officials or employees arising from: (i) any act of

negligence or willful and wanton misconduct of the City or any of its agents, contractors, officials, employees, or volunteers; (ii) any breach or default on the part of the City in the performance of any of its obligations under or in respect of this Agreement; or (iii) any violation of Applicable Law. The City agrees to indemnify and save the District harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the City, upon receipt of notice in writing from the District setting forth the particulars of such claim or action, the City shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. Notwithstanding the foregoing, the City of Decatur retains any and all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq. In addition, neither party intends this paragraph to waive its rights to limited liability under the Illinois Worker's Compensation Act or *Kotecki* line of cases (146 Ill 2d 155, 585 NE 2d 1023 (1991)). Provided, further, notwithstanding the foregoing, the City shall not be liable to indemnify and hold the District harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the District, its officials, agents, or employees.

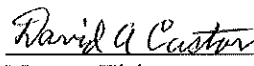
4. During the term of this Agreement, the City of Decatur, shall at all times maintain the appropriate insurance and shall name the Macon County Conservation District, its trustees, officers, directors and employees, as an additional named insured for all appropriate insurance. The City of Decatur shall furnish certificates and endorsements evidencing insurance and named insured prior to commencement of services under this Agreement.
5. This agreement shall be in full force and effect upon its approval by the City of Decatur and the Macon County Conservation District Board, and shall continue in full force and effect until either party provides written notification to terminate the agreement.

**PRESENTED and ADOPTED** this 21st day of February, 2024.

ATTEST:

  
\_\_\_\_\_  
Name, Title  
Board of Trustees  
Macon County Conservation District

By:

  
\_\_\_\_\_  
Name, Title  
Board of Trustees  
Macon County Conservation District



ATTEST:

By:

---

Kim Althoff, City Clerk  
City of Decatur

---

Julie Moore Wolfe, Mayor  
City of Decatur

## Municipal Services

**DATE:** 2/26/2024

**MEMO:** 2024-41

**TO:** Honorable Mayor Julie Moore Wolfe and City Council Members

**FROM:** Scott Wrighton, City Manager

Matt Newell, Public Works Director

Byron Bowman, Municipal Services Manager

Chris Bergschneider, Fleet Supervisor

**SUBJECT:** Resolution Accepting the Cummins Midstate Power Inc. Quote for the Rebuild of the Engine for Fire Truck #366.

**SUMMARY RECOMMENDATION:** Staff recommends awarding a contract in the amount of \$32,139.07 to Cummins Midstate Power Inc. to rebuild the engine for fire truck #366.

**BACKGROUND:**

The Public Works, Fleet Maintenance Division, requests approval for Cummins Midstate Power Inc. to rebuild the engine for fire truck #366. The engine has 13,062 hours and is being rebuilt due to excessive oil consumption due to wear of internal engine parts. Unless the engine is rebuilt it will continue to degrade until it is no longer reliable.

The City received two quotes from Cummins approved mechanics:

Rush Truck Centers quote of \$30,535.01

Cummins Midstate Power quote of \$32,139.07

The quote from Rush Truck Centers for the rebuild of the engine was lower but the warranty was significantly less at 1 year compared to the warranty from Cummins Midstate Power Inc. of 3 years or 150,000 miles. It was decided that Cummins Midstate Power Inc. provided the better quote when including the 3-year warranty. The fire truck in question will be on front line duty for at least 2 more years until a replacement truck arrives and it can be placed in reserve.

The engine rebuild is estimated to be completed in 30 days after approval.

**PRIOR COUNCIL ACTION:** None.

**POTENTIAL OBJECTIONS:** There are no known objections.

**INPUT FROM OTHER SOURCES:** Decatur Fire Department

**STAFF REFERENCE:** Matt Newell, Public Works Director, Chris Bergschneider, Fleet Supervisor. Matt Newell will be in attendance at the City Council meeting to answer any questions.

of the Council on this item.

**BUDGET/TIME IMPLICATIONS:**

Funding for engine repair of this nature is provided in the FY2024 Budget.

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

**ATTACHMENTS:**

Description	Type
Resolution Accepting the Cummins Midstate Power Inc. Quote for the Rebuild of the Engine for Fire Truck #366.	Resolution Letter

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ACCEPTING THE CUMMINS MIDSTATE POWER INC. QUOTE FOR  
THE REBUILD OF THE ENGINE FOR FIRE TRUCK #366.**

---

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

Section 1. That the bid from Cummins Midstate Power Inc. quote received for the rebuild of the engine for fire truck #366, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the bid from Cummins Midstate Power Inc., in the amount of \$32,139.07, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Cummins Midstate Power Inc., for their quote price of \$32,139.07.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 4<sup>th</sup> day of March 2024.

---

Julie Moore Wolfe, Mayor

ATTEST:

---

Kim Althoff, City Clerk



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
Cummins Sales and Service  
PO Box 772639  
Detroit, MI 48277-2639

NORMAL IL BRANCH  
450 W NORTHTOWN ROAD  
NORMAL, IL 61761-  
(309)452-4454

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO  
customerpayment.cummins.com

**BILL TO**

DECATUR PUBLIC TRANSIT  
555 E WOOD ST  
DECATUR, IL 62523-1325

**OWNER**

CITY FLEET MAINTANCE  
2600 N JASPER ST  
DECATUR, IL 62526-4703  
CHRIS BERGSCHNEIDER - 217 4242707

PAGE 1 OF 3

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
23-FEB-2024		10-SEP-2009	ISL CM2150		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		08-JAN-2024	46977399	CPL315500	ARROW XT
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
234596					366

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		22243-1					
COMPLAINT		QUOTE FOR OVERHAUL					
CAUSE		FUEL FILTER IN OVERHAUL KIT MAY BE INCORRECT					
CORRECTION		QUOTE FOR OVERHAUL					
COVERAGE		3YR/150K MILE WARRANTY					
REMARK		CUSTOMER BILLABLE					
		THANK YOU FOR USING CUMMINS SALES & SERVICE.					
1	0	5633434		KIT,OVERHAUL	CECO	3,134.96	3,134.96
1	0	5529501RX		HEAD,CYLINDER	DRC	4,318.61	4,318.61
1	0	4942132D		HEAD, CYLINDER	CLEAN	405.00	405.00
-1	0	4942132D		HEAD,CYL ISC/QSC ISL/QSL	DIRTY	405.00	- 405.00
1	0	5449240		PUMP,LUBRICATING OIL	CECO	343.35	343.35
1	0	4024883		KIT,SEAL	CECO	72.23	72.23
6	0	5579403PX		KIT,INJECTOR	DRC	973.11	5,838.66
6	0	4954679D		INJECTOR, XPI GRYPHON	CLEAN	303.75	1,822.50
-6	0	4954679D		INJECTOR, XPI GRYPHON	DIRTY	303.75	- 1,822.50
1	0	3918174		GASKET,OIL COOLER CORE	CECO	17.80	17.80
1	0	3929011		GASKET,LUB OIL CLR COVER	CECO	22.70	22.70
1	0	5284362		CORE,COOLER	CECO	227.68	227.68
1	0	3945967		PLUNGER,PRS REGULATOR	CECO	21.69	21.69
1	0	5502128RX		KIT,TURBOCHARGER	DRC	4,115.50	4,115.50

Completion date : 09-Jan-2024 07:49AM. Estimate expires : 29-Mar-2024 02:41PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

## EXHIBIT A

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ Page 105 of 134

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

**SCOPE OF SERVICES: PERFORMANCE OF SERVICES** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

**CUSTOMER OBLIGATIONS** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

**INVOICING AND PAYMENT** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

**TAXES; EXEMPTIONS** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

**DELIVERY: TITLE AND RISK OF LOSS** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

**DELAYS** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

#### LIMITED WARRANTIES

**New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

**Cummins Exchange Components, Other Exchange Components, and Recon:** Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

**HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

**General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

**Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

**THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

**INDEMNIFICATION** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

**GOVERNING LAW AND JURISDICTION** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

**ASSIGNMENT** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

**REFUNDS/CREDITS** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

**INTELLECTUAL PROPERTY** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

**COMPLIANCE WITH LAWS** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

**CONFIDENTIALITY** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**PRICING** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

**MISCELLANEOUS** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



NORMAL IL BRANCH  
450 W NORTHTOWN ROAD  
NORMAL, IL 61761-  
(309)452-4454

Payment terms are 30 days from invoice date unless otherwise  
agreed upon in writing. Remit to:  
Cummins Sales and Service  
PO Box 772639  
Detroit, MI 48277-2639

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO  
customerpayment.cummins.com

**BILL TO**

DECATUR PUBLIC TRANSIT  
555 E WOOD ST  
DECATUR, IL 62523-1325

**OWNER**

CITY FLEET MAINTANCE  
2600 N JASPER ST  
DECATUR, IL 62526-4703  
CHRIS BERGSCHNEIDER - 217 4242707

PAGE 2 OF 3

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
23-FEB-2024		10-SEP-2009	ISL CM2150		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		08-JAN-2024	46977399	CPL315500	ARROW XT
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
234596					366

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		22243-1					
1		0	4955403D	TURBO, HE431Ve	CLEAN	945.00	945.00
-1		0	4955403D	TURBO, HE431VE	DIRTY	945.00 -	945.00
1		0	6378220RX	KIT,TURBOCHARGER ACTUATOR	DRC	1,100.03	1,100.03
			ORDERED ITEM	4034122RX DRC			
1		0	2837201D	KIT, ACTUATOR	CLEAN	270.00	270.00
-1		0	2837201D	KIT,TURBO ACTUATOR ISC/IS	DIRTY	270.00 -	270.00
1		0	LF9009	PAC, LF	FLG	59.54	59.54
6		0	V891001	P BL 1 S GN2 15W-40 BULK	VALVOLINE	15.74	94.44
			ORDERED ITEM	V891001 C1-VSD			
1		0	5566887	KIT,EXH RCN COOLER	CECO	1,322.42	1,322.42
1		0	4352363	KIT,UPFIT	CECO	675.24	675.24
1		0	5273379	THERMOSTAT	CECO	54.27	54.27
			ORDERED ITEM	4992231 CECO			
12		0	3944593	SCREW,HEX FLANGE HEAD CAP	CECO	3.73	44.76
4		0	5263462	NUT	CECO	3.23	12.92
2		0	5286984	STUD	CECO	9.05	18.10
12		0	CC2825	ES COMP EG	FLG	18.51	222.12
1		0	4934545	HARNESS,WIRING	CECO	77.78	77.78
2		0	3963736	RETAINER,WIRING	CECO	2.62	5.24
1		0	3164067	SEALANT	CECO	21.23	21.23
1		0	3824510	CLEANER,ELC CONTACT	CECO	32.16	32.16
2		0	3824421	CLEANER,SOLVENT (JUG)	CECO	41.34	82.68
2		0	3823258	PAD, CLEANING	CECO	2.92	5.84

Completion date : 09-Jan-2024 07:49AM. Estimate expires : 29-Mar-2024 02:41PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS  
DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE  
EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE  
BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ Page 107 of 134

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

**SCOPE OF SERVICES; PERFORMANCE OF SERVICES** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

**CUSTOMER OBLIGATIONS** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

**INVOICING AND PAYMENT** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

**TAXES; EXEMPTIONS** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

**DELIVERY; TITLE AND RISK OF LOSS** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

**DELAYS** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

#### LIMITED WARRANTIES

**New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

**Cummins Exchange Components, Other Exchange Components, and Recon:** Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

**HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

**General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

**Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

**THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

**INDEMNIFICATION** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**LIMITATION OF LIABILITY** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**GOVERNING LAW AND JURISDICTION** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

**ASSIGNMENT** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

**REFUNDS/CREDITS** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

**INTELLECTUAL PROPERTY** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

**COMPLIANCE WITH LAWS** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

**CONFIDENTIALITY** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**PRICING** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

**MISCELLANEOUS** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.





NORMAL IL BRANCH  
450 W NORTHTOWN ROAD  
NORMAL, IL 61761-  
(309)452-4454

Payment terms are 30 days from invoice date unless otherwise  
agreed upon in writing. Remit to:  
Cummins Sales and Service  
PO Box 772639  
Detroit, MI 48277-2639

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO  
customerpayment.cummins.com

**BILL TO**

DECATUR PUBLIC TRANSIT  
555 E WOOD ST  
DECATUR, IL 62523-1325

**OWNER**

CITY FLEET MAINTANCE  
2600 N JASPER ST  
DECATUR, IL 62526-4703  
CHRIS BERGSCHNEIDER - 217 4242707

PAGE 3 OF 3

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
23-FEB-2024		10-SEP-2009	ISL CM2150		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		08-JAN-2024	46977399	CPL315500	ARROW XT
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
234596					366

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		22243-1					
2	0	07451		4 INCH DISC	E4-OTHER	6.52	13.04
2	0	3163075		PAINT	CECO	24.14	48.28
3	0	ROLOC		3M SCOTCH DISCS	E4-OTHER	2.31	6.93
2	0	3945326		SEAL,O RING	CECO	7.54	15.08
1	0	MISC PARTS		MISC PARTS	NSPART3	1,000.00	1,000.00
1	0	NOW		NOW 3 YR/150K MI WARR.	NSPART4	2,000.00	2,000.00

TAX EXEMPT NUMBERS

PARTS:	25,025.28
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	25,025.28
SURCHARGE TOTAL:	0.00
LABOR:	11,613.79
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	11,613.79
MISC.:	- 4,500.00
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	- 4,500.00
DISCOUNT PARTS-BRANCH	- 4,500.00
LOCAL	0.00

Completion date : 09-Jan-2024 07:49AM. Estimate expires : 29-Mar-2024 02:41PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS  
DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE  
EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE  
BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 32,139.07

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 32,139.07

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ Page 109 of 134

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

**SCOPE OF SERVICES; PERFORMANCE OF SERVICES** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

**CUSTOMER OBLIGATIONS** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

**INVOICING AND PAYMENT** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

**TAXES; EXEMPTIONS** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

**DELIVERY; TITLE AND RISK OF LOSS** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

**DELAYS** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of God, war, or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

**LIMITED WARRANTIES**  
**New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.  
**Cummins Exchange Components, Other Exchange Components, and Recon:** Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.  
**HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

**General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

**Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

**THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

**INDEMNIFICATION** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

**GOVERNING LAW AND JURISDICTION** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

**ASSIGNMENT** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

**REFUNDS/CREDITS** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

**INTELLECTUAL PROPERTY** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

**COMPLIANCE WITH LAWS** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

**CONFIDENTIALITY** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**PRICING** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

**MISCELLANEOUS** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Public Works

**DATE:** 2/22/2024

**MEMO:** 2024-36

**TO:** Honorable Mayor Julie Moore Wolfe and City Council Members

**FROM:** Scot Wrighton, City Manager  
Matt Newell, P.E., Public Works Director

**SUBJECT:** Ordinance Annexing Territory –2801 Southland Road

**SUMMARY RECOMMENDATION:**

Staff recommends that the following Ordinance annexing territory 2801 Southland Road be approved.

**BACKGROUND:** The subject property is being annexed due to a water service agreement.

**POTENTIAL OBJECTIONS:** None

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

**ATTACHMENTS:**

Description	Type
Ordinance Annexing Territory 2801 Southland Road	Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE ANNEXING TERRITORY  
2801 SOUTHLAND ROAD**

---

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Gale A. Stenger, Lawrence D. Stenger and John Hall, requesting that there be annexed to the City territory described as:

LOT TWO (2) OF WILLHITE ADDITION, AS PER PLAT RECORDED IN BOOK 1832, PAGE 960 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLIOIS.

PIN# 17-12-25-351-034

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 4<sup>th</sup> day of March 2024.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

LAWRENCE D. STENGER JOHN C. HALL  
GALE A. STENGER

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2801 Southland Road, and legally described as follows:

LOT TWO (2) OF WILLHITE ADDITION, AS PER PLAT RECORDED IN BOOK 1832, PAGE 960 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-25-351-034

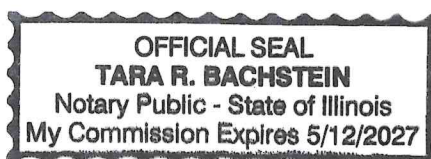
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>[Signature]</u>	<u>GALE A. STENGER</u>	<u>2801 Southland Rd.</u>
<u>Lawrence D. Stenger</u>	<u>Lawrence D. Stenger</u>	<u>Decatur, IL</u>
<u>John Hall</u>	<u>John Hall</u>	<u>60521</u>

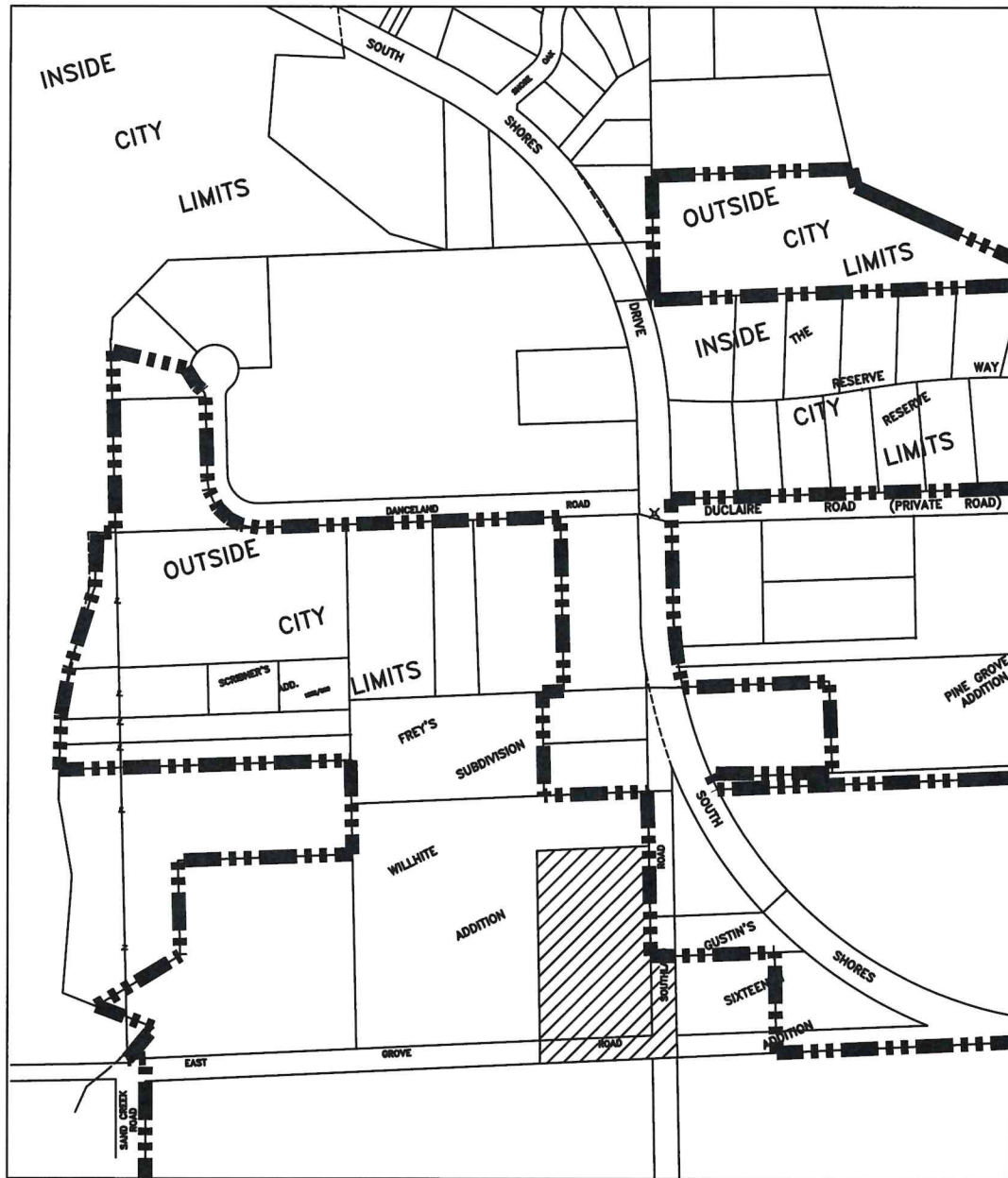
Signed and sworn to before me this 7<sup>th</sup> day of February, 2024

[Signature]  
Notary Public

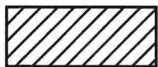
(Rev. 12/2014)



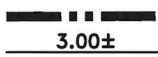




PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS  
2801 SOUTHLAND ROAD



indicates territory annexed



indicates existing corporate limits

3.00± acres

AREA 0.00469± sq. miles

548± lin. ft. of public road

SOUTH WHEATLAND township



2-23-24

Director of Public Works - DECATUR, ILLINOIS  
ILLINOIS PROFESSIONAL ENGINEER #062-048941  
LICENSE EXPIRES NOV. 30, 2024

ORDINANCE NO: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

Exhibit B

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

Public Works

**DATE:** 2/22/2024

**MEMO:** 2024-37

**TO:** Honorable Mayor Julie Moore Wolfe and City Council Members

**FROM:** Scot Wrighton, City Manager  
Matt Newell, P.E., Public Works Director

**SUBJECT:**  
Ordinance Annexing Territory –2222 South Shores Drive

**SUMMARY RECOMMENDATION:**

Staff recommends that the following Ordinance annexing territory 2222 South Shores Drive be approved.

**BACKGROUND:** The subject property is being annexed due to a water service agreement.

**POTENTIAL OBJECTIONS:** None

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

**ATTACHMENTS:**

Description	Type
Ordinance Annexing Territory 2222 South Shores Drive	Ordinance



**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE ANNEXING TERRITORY  
2222 SOUTH SHORES DRIVE**

---

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

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-FIVE (25) AND THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-SIX (36) BOTH IN TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE 3<sup>RD</sup> P.M. , MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 966.1 FEET WEST AND 198.1 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 25; THENCE WESTERLY 373 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 25, 196.4 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 25, THENCE SOUTH 215.4 FEET, THENCE EAST ON A LINE 20 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 25, 138 FEET, THENCE SOUTH 77 DEGREES 47' EAST 240.0 FEET, THENCE NORTHERLY 269.8 FEET TO THE POINT OF BEGINNING, EXCEPT RIGHT OF WAY DEEDED TO COMMISSIONER OF HIGHWAYS OF THE TOWN OF SOUTH WHEATLAND, MACON COUNTY, ILLINOIS, JULY 31, 1930 AND RECORDED IN BOOK 958 ON PAGE 85. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-25-453-006

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 4<sup>th</sup> day of March 2024.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Kay M Huff, 2222 South Shores Dr. Decatur, IL 62521

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2222 South Shores Drive, and legally described as follows:

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-FIVE (25) AND THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-SIX (36) BOTH IN TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE 3<sup>RD</sup> P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 966.1 FEET WEST AND 198.1 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 25; THENCE WESTERLY 373 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 25, 196.4 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 25, THENCE SOUTH 215.4 FEET, THENCE EAST ON A LINE 20 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 25, 138 FEET, THENCE SOUTH 77 DEGREES 47' EAST 240.0 FEET, THENCE NORTHERLY 269.8 FEET TO THE POINT OF BEGINNING, EXCEPT RIGHT OF WAY DEEDED TO COMMISSIONER OF HIGHWAYS OF THE TOWN OF SOUTH WHEATLAND, MACON COUNTY, ILLINOIS, JULY 31, 1930 AND RECORDED IN BOOK 958 ON PAGE 85. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-25-453-006

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

SIGNATURE

PRINTED NAME

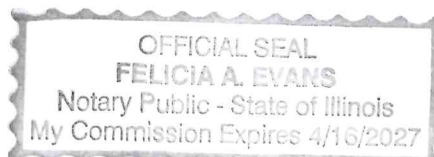
STREET ADDRESS, CITY, STATE

Kay M Huff

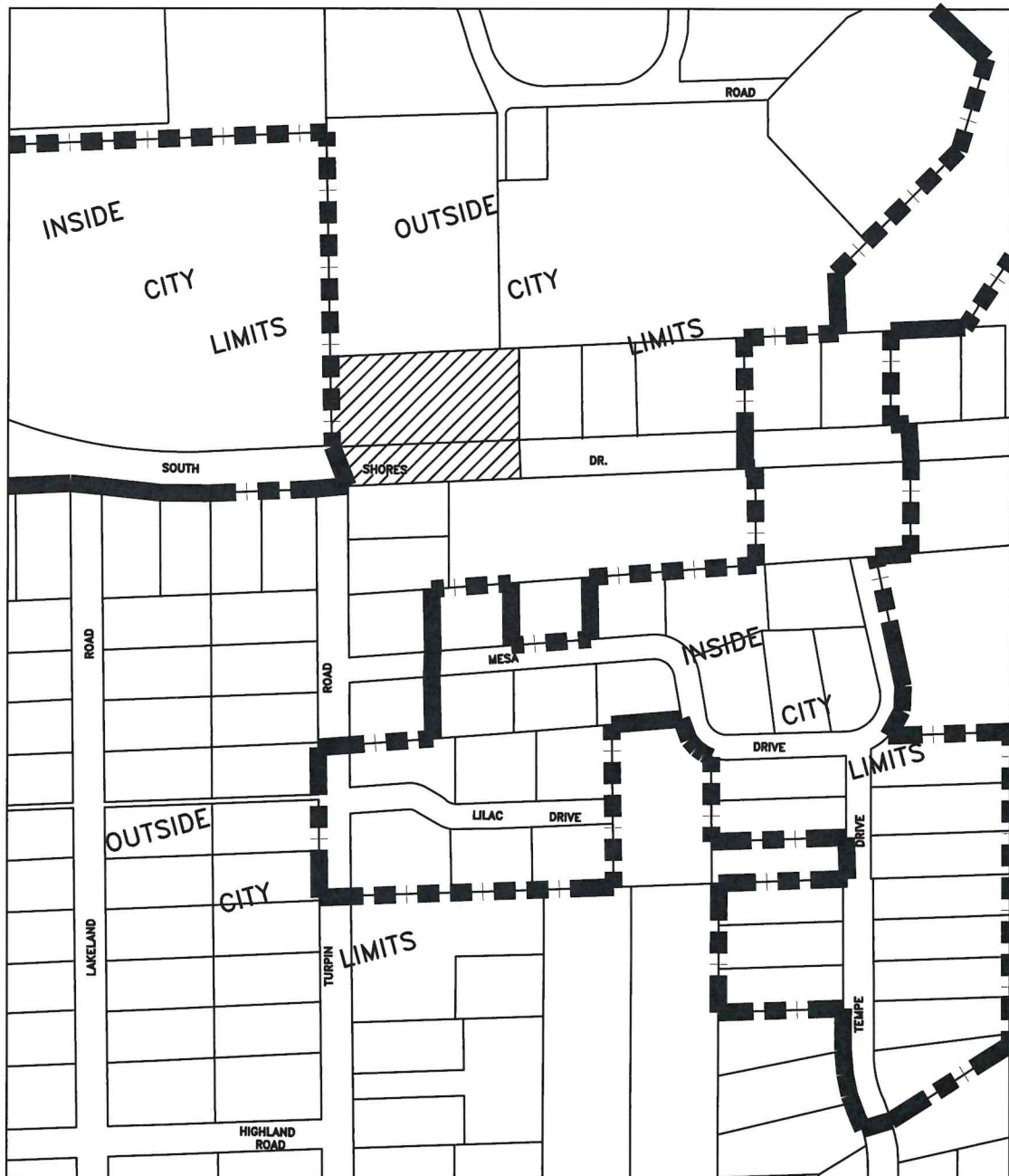
Kay M. Huff

2222 South Shores Dr. Decatur, IL 62521

Signed and sworn to before me this 9<sup>th</sup> day of February, 20 24



Felicia A. Evans  
Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS  
2222 SOUTH SHORES DRIVE



indicates territory annexed



indicates existing corporate limits

1.66± acres

AREA 0.00259± sq. miles

380± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



2-23-24

Director of Public Works - DECATUR, ILLINOIS  
ILLINOIS PROFESSIONAL ENGINEER #062-048941  
LICENSE EXPIRES NOV. 30, 2024

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

ORDINANCE NO: \_\_\_\_\_

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

Exhibit B

DATE: \_\_\_\_\_ Page 120 of 134

Public Works

**DATE:** 2/22/2024

**MEMO:** 2024-38

**TO:** Honorable Mayor Julie Moore Wolfe and City Council Members

**FROM:** Scot Wrighton, City Manager  
Matt Newell, P.E., Public Works Director

**SUBJECT:**  
Ordinance Annexing Territory –2981 Turpin Road

**SUMMARY RECOMMENDATION:**

Staff recommends that the following Ordinance annexing territory 2981 Turpin Road be approved.

**BACKGROUND:** The subject property is being annexed due to a water service agreement.

**POTENTIAL OBJECTIONS:** None

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

**ATTACHMENTS:**

Description	Type
Ordinance Annexing Territory 2981 Turpin Road	Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE ANNEXING TERRITORY  
2981 TURPIN ROAD**

---

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of James R. Denzer and Diane K. Denzer, requesting that there be annexed to the City territory described as:

LOT SIX (6) IN BLOCK ONE (1) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982 PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-128-018

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

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

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

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

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



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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 4<sup>th</sup> day of March 2024.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

KIM ALTHOFF, CITY CLERK

**PETITION FOR ANNEXATION**

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

The undersigned, under oath, respectfully represents as follows:

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

James R. Denzer  
Diane K. Denzer

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2981 Turpin Road, and legally described as follows:

LOT SIX (6) IN BLOCK ONE (1) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982  
PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-128-018

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

**SIGNATURE**

**PRINTED NAME**

**STREET ADDRESS, CITY, STATE**

James R. Denzer James R. Denzer 2981 Turpin Rd. Decatur, IL  
Diane K. Denzer Diane K. Denzer 2981 Turpin Rd. Decatur, IL

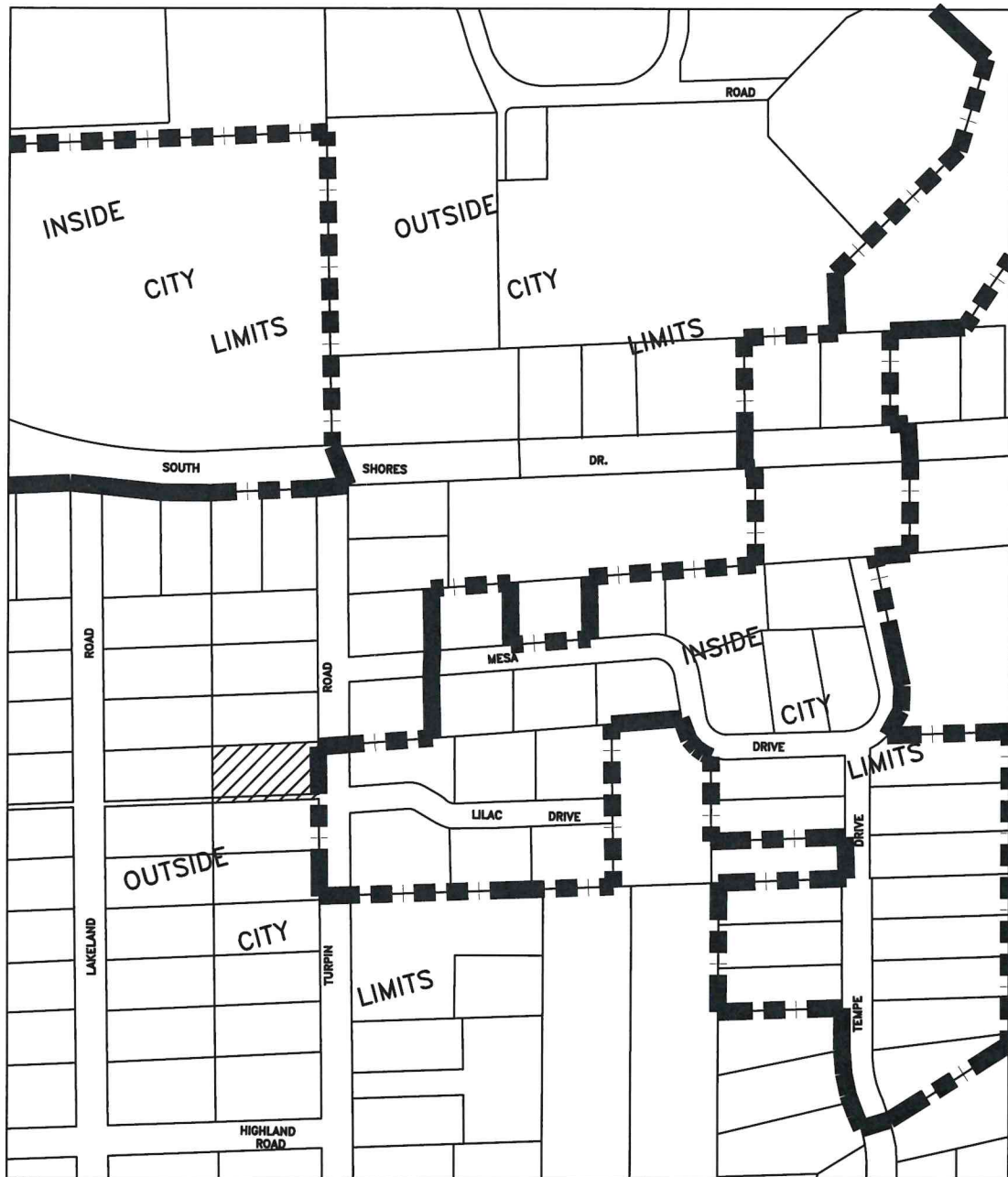
Signed and sworn to before me this 9<sup>th</sup> day of February, 20 24



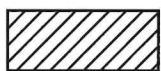
[Signature]  
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS  
2981 TURPIN ROAD



indicates territory annexed



indicates existing corporate limits

0.48± acres

AREA 0.00075± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



Director of Public Works - DECATUR, ILLINOIS  
ILLINOIS PROFESSIONAL ENGINEER #062-048941  
LICENSE EXPIRES NOV. 30, 2024

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

ORDINANCE NO: \_\_\_\_\_

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

Exhibit B

DATE: \_\_\_\_\_ Page 125 of 134

Public Works

**DATE:** 2/22/2024

**MEMO:** 2024-39

**TO:** Honorable Mayor Julie Moore Wolfe and City Council Members

**FROM:** Scot Wrighton, City Manager  
Matt Newell, P.E., Public Works Director

**SUBJECT:**  
Ordinance Annexing Territory –3030 Turpin Road

**SUMMARY RECOMMENDATION:**

Staff recommends that the following Ordinance annexing territory 3030 Turpin Road be approved.

**BACKGROUND:** The subject property is being annexed due to a water service agreement.

**POTENTIAL OBJECTIONS:** None

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

**ATTACHMENTS:**

Description	Type
Ordinance Annexing Territory 3030 Turpin Road	Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE ANNEXING TERRITORY  
3030 TURPIN ROAD**

---

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

LOT THREE (3) AND THE NORTH 125 FEET OF LOT SIX (6) OF LULA M. LEONARD ADDITION OF OUTLOTS TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 958, PAGE 121 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-203-005

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 4<sup>th</sup> day of March 2024.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3030 Turpin Road, and legally described as follows:

LOT THREE (3) AND THE NORTH 125 FEET OF LOT SIX (6) OF LULA M. LEONARD ADDITION OF  
OUTLOTS TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 958, PAGE 121  
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN  
MACON COUNTY, ILLINOIS.

PIN # 17-12-36-203-005

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

SIGNATURE



PRINTED NAME

Shawn Meadows

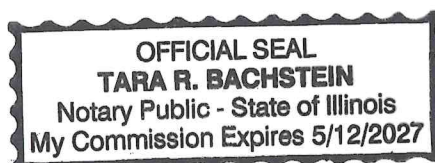
STREET ADDRESS, CITY, STATE

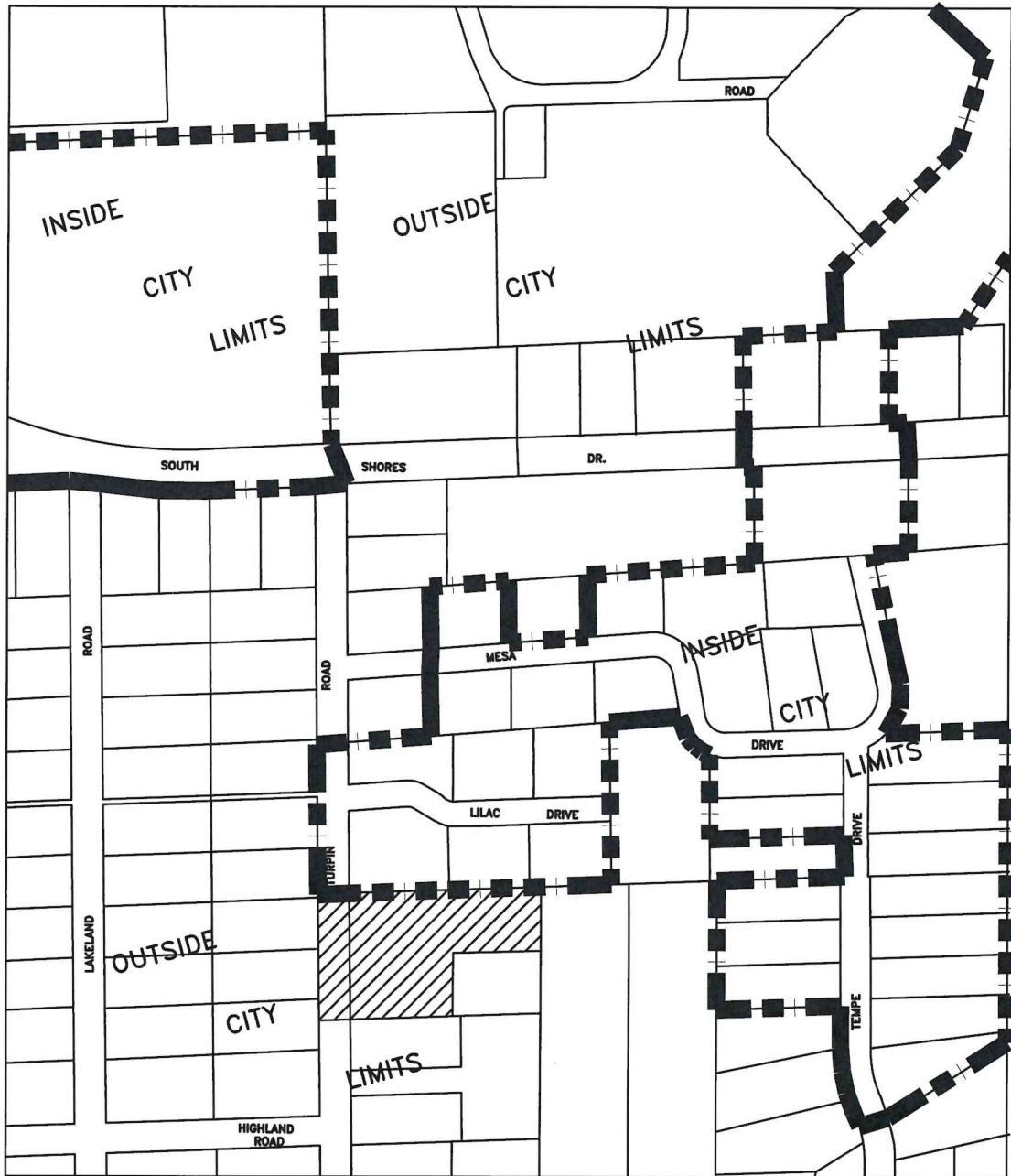
3040 Turpin Rd. Decatur IL

Signed and sworn to before me 1<sup>st</sup> day of February, 20 24

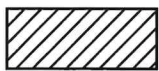


Notary Public

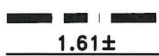




PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS  
3030 TURPIN ROAD



indicates territory annexed



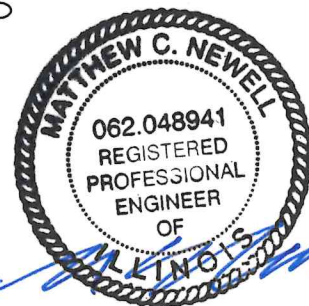
indicates existing corporate limits

1.61± acres

AREA 0.00252± sq. miles

244± lin. ft. of public road

SOUTH WHEATLAND township



Director of Public Works - DECATUR, ILLINOIS  
ILLINOIS PROFESSIONAL ENGINEER #062-048941  
LICENSE EXPIRES NOV. 30, 2024

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

ORDINANCE NO: \_\_\_\_\_

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

Exhibit B

DATE: \_\_\_\_\_ Page 130 of 134

**SUBJECT:** Resolution Authorizing Action Regarding Unsafe Structures

**ATTACHMENTS:**

Description

Type

Memo

Cover Memo

Resolution

Resolution Letter

List of properties to be demolished

Exhibit



## ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

**MEMO:** No. 24-05

**TO:** Honorable Mayor Julie Moore Wolfe and City Council

**FROM:** Scot Wrighton, City Manager  
Cordaryl “Pat” Patrick, Director, Community Development  
Michael Snearly, Neighborhood Inspections Manager

**DATE:** March 4, 2024

**SUBJECT:** Resolution Authorizing Action Regarding Unsafe Structures

**SUMMARY RECOMMENDATION:** This is the second step, after the posting of a structure as unfit, which initiates the demolition process. City staff recommends approval.

**BACKGROUND:** This is the beginning of the process seeking court-ordered demolition of nine (9) unsafe and abandoned structures throughout the community.

**POTENTIAL OBJECTIONS:** No known objections to this resolution.

**INPUT FROM OTHER SOURCES:** Legal Department staff.

**BUDGET/TIME IMPLICATIONS:** None

**STAFF REFERENCE:** Any additional questions may be forwarded to Cordaryl “Pat” Patrick, Director of Economic and community Development, at 217-424-2727, email [cpatrick@decaturil.gov](mailto:cpatrick@decaturil.gov) or Michael Snearly, Neighborhood Inspections Manager at 217-450-2347, email [msnearly@decaturil.gov](mailto:msnearly@decaturil.gov).



RESOLUTION NO. R \_\_\_\_\_

**RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES**

---

<b>450 W Center</b>	<b>1133 W Cottage Hill</b>	<b>2437 E Eldorado</b>
<b>2916 S Franklin Street</b>	<b>325 W Packard</b>	<b>442 E Stuart</b>
<b>1224 N Van Dyke</b>	<b>1421 E Wood</b>	<b>1246 N Woodford</b>

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

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

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

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

PRESENTED and ADOPTED this 4th day of March, 2024.

\_\_\_\_\_  
Mayor Julie Moore Wolfe

ATTEST: \_\_\_\_\_

Kim Althoff, City Clerk

Council Memo March 4, 2024

Resolution Authorizing Actions Regarding Unsafe Structures

Center, 450 W. This property was posted Unfit for Human Habitation in September 2023. House is unfit for occupancy. Has exterior violations and numerous interior violations that need to be brought to minimum code.

Cottage Hill, 1133 W. This property was posted as Unfit for Human Habitation in June 2021. House has several interior and exterior violations that need to be brought to minimum code.

Eldorado, 2437 E. This property was posted as Unfit for Human Habitation in August 2022. The following violations were noted: Roof is not complete and is missing shingles on back half, missing siding on back half of house, missing a door on back, floor inside is not complete, walls inside are not complete, foundation not in good shape, missing guardrails around front porch, missing windows in basement, chipped paint around windows, garage in back is missing siding, holes in walls.

Franklin Street, 2916 S. This property was posted as Unfit for Human Habitation in January 2024. House has several interior and exterior violations that need to be brought to minimum code.

Packard, 325 W. This property was posted Unfit for Human Habitation in December 2023. Property with multiple violations including vehicle and trailer in driveway area; debris around exterior; broken doors; broken windows; both front and rear porch; severe foundation damage on south side; interior walls and ceilings damaged throughout; electrical box located on damaged foundation wall needs evaluated; suspect furnace in disrepair.

Stuart, 442 E. This property was posted as Unfit for Human Habitation in August 2023. House has several interior violations and exterior violations that need to be brought to minimum code.

Van Dyke, 1224 N. This property was posted Unfit for Human Habitation in June 2021. Observed the following violations at property: front porch is unsafe, and needs rebuilt; gutters are hanging off; soffits damaged; chipping and peeling paint throughout; door is broken; windows broken; no utilities.

Wood, 1421 E. This property was posted as Unfit for Human Habitation in December 2023. House has been posted unfit for human habitation due to severity of conditions and lack of utilities. Roof is caved in, walls are falling apart, integrity of house has been compromised and has shifted due to weather and lack of upkeep over the years. foundation failing in many areas, front porch is not up to code, garage roof has fallen in, among many other violations.

Woodford, 1246 N. This property was posted as Unfit for Human Habitation in January 2024. House has several interior violations and exterior violations that need to be brought to minimum code.