

**ORDINANCE NO. 2025-4**

**AN ORDINANCE APPROVING INTERGOVERNMENTAL AGREEMENT  
INCORPORATING VILLAGE OF MT. ZION INTO THE CITY OF DECATUR'S  
URBAN TRANSIT NETWORK**

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, AS FOLLOWS:

**WHEREAS**, the Village Board of Trustees believes that providing public transportation to the residents of the Village provides benefits to the overall economic health of the community and would be in the best interest of the public transportation service programs in the area; and,

**WHEREAS**, the City of Decatur is capable and willing to provide operation and management of public transit services to the Village; and,

**WHEREAS**, the Village and City of Decatur are empowered to enter into intergovernmental agreements pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*

**WHEREAS**, the Village Board of Trustees is of the opinion that entering into an Intergovernmental Agreement with the City of Decatur to provide public transportation services to Village residents will promote the health, safety, and welfare of the residents of the Village.

**NOW, THEREFORE**, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS:


**Section 1.** The preliminary paragraphs set forth above are incorporated herein as part of this Ordinance.

**Section 2.** That the Board of Trustees has reviewed and approved the terms of the Intergovernmental Agreement Incorporating Village of Mt. Zion into the City of Decatur's Urban Transit Network which is attached hereto and incorporated herein.

**Section 3.** That upon passage of this Ordinance, Village Administrator, Julie Miller, shall be authorized to take all reasonable action necessary, including the execution of the Agreement, to complete the incorporation of the Village of Mt. Zion into the City of Decatur's Urban Transit Network.

PASSED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, ON THE 18<sup>th</sup> DAY OF FEBRUARY 2025 PURSUANT TO A ROLL CALL VOTE AS FOLLOWS.

Doty	<u>YEA</u>	Siudyla	<u>YEA</u>
Kernan	<u>ABSENT</u>	Patrick	<u>ABSENT</u>
Scales	<u>YEA</u>	Tibbs	<u>YEA</u>

  
\_\_\_\_\_  
VILLAGE MAYOR

ATTEST:

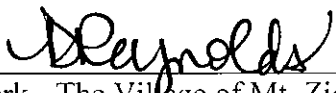
  
\_\_\_\_\_  
VILLAGE CLERK

4 Ayes 0 Nays

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF MACON        )

I, the undersigned, Clerk of the Village of Mt. Zion, do hereby certify that the above and foregoing is a true, perfect and correct copy of Ordinance No. 2025-4 adopted at a meeting of the Board of Trustees of said Village held on February 18, 2025, and that the original of said Ordinance is in my custody as such Clerk pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Village this 18th day of February 2025.

  
\_\_\_\_\_  
Clerk - The Village of Mt. Zion

RESOLUTION NO. R2025-122

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT  
INCORPORATING VILLAGE OF MT. ZION INTO THE CITY OF DECATUR'S  
URBAN TRANSIT NETWORK

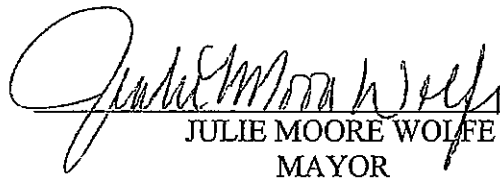
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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,  
ILLINOIS:

Section 1. That the Intergovernmental Agreement presented herewith to the City Council between the City of Decatur, Illinois and the Village of Mt. Zion, Illinois with the same or substantially same terms and the same is hereby, received, placed on file, approved and attached as Exhibit A.

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

PRESENTED AND ADOPTED this 3<sup>rd</sup> day of February 2025.

  
\_\_\_\_\_  
JULIE MOORE WOLFE  
MAYOR

ATTEST:



\_\_\_\_\_  
KIM ALTHOFF  
CITY CLERK

**INTERGOVERNMENTAL AGREEMENT INCORPORATING VILLAGE OF  
MT. ZION INTO THE CITY OF DECATUR'S URBAN TRANSIT NETWORK**

This Intergovernmental Agreement (hereafter "Agreement") is made by and between the City of Decatur (hereafter "City"), an Illinois Municipal Corporation, with a business address of 1 Gary K. Anderson Plaza, Decatur, Illinois, and the Village of Mt. Zion, Illinois (hereafter "Village"), an Illinois Municipal Corporation, hereafter collectively referenced as "the Parties".

**WHEREAS**, The Village and City support the access to and availability of public transportation in the community; and,

**WHEREAS**, The Village and City understand the advantages of governmental cooperation to promote improved access to and availability of public transportation; and,

**WHEREAS**, the Parties believe that providing public transportation to the residents of the Village provides benefits to both Parties as well as to the overall economic health of the communities and would be in the best interests of the public transportation service programs in the area; and,

**WHEREAS**, the City owns certain equipment and vehicles used for public transit purposes including, but not limited to public transit busses that are used in the public transit system (hereinafter "transit system") operating in the City; and,

**WHEREAS**, the City is responsible for and has the authority for the setting of fares of persons using the transit system; and,

**WHEREAS**, the City is capable and willing to provide operation and management of transit services to the Village; and,

**WHEREAS**, the Parties are empowered to enter into intergovernmental agreements pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*

**NOW THEREFORE BE IT RESOLVED**, that in consideration of the mutual promises, covenants, and obligations herein, the City and the Village hereby agree as follows:

**TERMS OF AGREEMENT**

1. **Incorporation of Recital Clauses.** The above recital clauses are hereby incorporated into and are made a part of this Agreement.
2. **Effective Date and Term.** This Agreement shall be for the period beginning \_\_\_\_\_, 2025 and terminating December 31, 2025, and shall thereafter

automatically renew for successive annual terms of January 1 to December 31 under the terms set forth in this Agreement until and unless terminated as provided in this Agreement.

3. **Transportation Services.** The City agrees to incorporate the Village into the Decatur Public Transit system service area as set forth in the Urbanized Area map ("UZA") as set forth in the 2020 U.S. Census and provide public transportation services to the Village, said services to start on a date mutually agreed upon by the Parties.
4. **Service Levels.** Public transit services will be provided to the Village utilizing microtransit/mobility on demand as well as paratransit service with said service levels determined and managed in all aspects by the City in its sole discretion.
5. **Funding.** The program shall be funded by the City's Illinois Department of Transportation ("IDOT") and Federal Transit Administration ("FTA") operating funds and state and federal grants. The City shall be responsible for initiating and completing all applicable State and federal funding program applications and grants and reporting requirements in a timely manner for those programs they are the direct recipient of funding for. If grant or other funds do not cover the operating deficits of transportation services for the Village and operated by the City under the terms of this Agreement, the Village will pay City an amount equal to said deficit for operating costs within sixty (60) days of City's notice and request to Village for payment to the City. Under no conditions shall any City funds be required or used to fund transportation service operations, capital items or operating deficits, except as expressly stated in this Agreement.
6. **Vehicle Purchase and Reimbursement.** The Village agrees to reimburse the City for the cost of an Americans with Disabilities Act ("ADA") compliant vehicle utilizing general revenue or other funds of the Village within sixty (60) days of City's notice and request to the Village for payment. The Village will be responsible to reimburse the City a maximum of Eighty Thousand Dollars (\$80,000) per vehicle with that amount increasing by two (2) percent each year or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index, whichever is greater. The City will be responsible for the purchase of the vehicle and will have sole discretion in the determination of the type, make and model and wrap of the vehicle to be purchased to provide transportation under this Agreement. The Parties agree that the County will be required to reimburse the City for the cost of no more than one (1) replacement vehicle every five (5) years. Upon termination of this Agreement, the assets purchased by the Village that remain in good working order shall be transferred back to the Village in "as is" condition. Upon termination of this Agreement, the assets purchased by the Village that remain in good working order shall be transferred back to the Village in "as is" condition.
7. **Assets.** The vehicles used to provide transportation services to the Village shall be solely owned and shall remain assets and property of the City and shall be under the sole control and management of the City. Nothing in this section shall be considered to act as a waiver of any of the protections or immunities provided for by the Local Governmental and Governmental Employees Tort Immunity Act.

8. **Operation.** The City shall operate the transit service program to provide public transportation services to the Village accommodating levels of service with funding availability in accordance with the terms of this Agreement and will prepare a report annually providing the level of service provided by the City to the Village and the use of transit services utilized by Village. The City shall have the sole authority to determine the fares to be paid by passengers using the transit services and reserves the right to change those fares.
9. **Disruption of Services.** The City shall not be responsible for failure to perform services under this Agreement if said service is prevented by reason of weather, weather-related disruptions, Acts of God, strikes, labor disputes, pandemics, or other orders, directives or concurrences over which the City has no control.
10. **Termination for Cause.** Either party may terminate this Agreement in whole or in part if they determine that the terms set forth in this Agreement cannot be met. Termination is affected by the receipt of written notification by the other party setting forth the reason for the termination and giving the other party thirty (30) days to cure the reason for the termination. If the reason is not cured within the thirty (30) day period, the initiating party may pursue termination.
11. **Termination for Convenience.** This Agreement may be terminated in whole or in part by either party in writing for its convenience and through no failure of the other party to fulfill its obligations under this Agreement. No termination shall be effective until and unless the other party is given not less than thirty (30) calendar days prior written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.
12. **Amendments.** The Parties may amend the terms of this Agreement at any time by written instrument signed by each party hereto. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement will be binding only if evidenced in writing and signed by each party
13. **Indemnification.** To the extent permitted by Illinois law, the City will defend, indemnify, and hold Village, and its officers, board members, employees, agents, and representatives, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney fees, resulting from or arising out of City breach or failure to perform its obligations under this Agreement.

To the extent permitted by Illinois law, the Village will defend, indemnify, and hold the City, and its officers, board members, employees, agents, and representatives, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not

limited to reasonable attorney fees, resulting from or arising out of Village's breach or failure to perform its obligations under this Agreement.

- 14. Notices.** Any notice required under this Agreement shall be sent by first class mail, postage prepaid, certified, return receipt requested, addressed as follows, unless another address is designated by the party:

IF TO VILLAGE:

With Copy To:


IF TO CITY OF DECATUR:  
City Manager  
#1 Gary K. Anderson Plaza  
Decatur, IL 62523

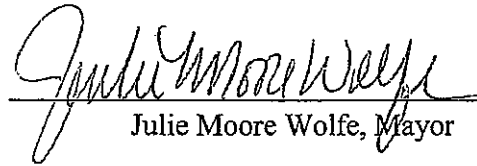
With Copy To:  
Corporation Counsel  
#1 Gary K. Anderson Plaza  
Decatur, IL 62523

- 15. Assignment.** This Agreement, and each party's rights and responsibilities under this Agreement, may not be assigned by either party without the written consent of the other party. This Agreement is for the benefit of the Parties and their successors only and not for the benefit of any other party.
- 16. Entire Agreement.** This Agreement and referenced documents set forth the entire agreement of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the Parties. This Agreement may not be modified or amended except by written agreement executed by the Parties to this Agreement.
- 17. Applicable Law.** This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Illinois. Any action or proceeding arising out of this Agreement will be litigated in courts located in Macon County, Illinois.
- 18. Attachments and Further Assurances.** Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement. The Parties will sign other documents and take all other actions reasonably necessary to further effect and evidence this Agreement.
- 19. Waiver.** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision contained in this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- 20. Severability.** The unenforceability of any provision of this Agreement shall not affect the enforceability of any other provision, except that if the unenforceable provision affects substantial rights of a party, that party may request that the Agreement be renegotiated, and if renegotiations fail, may terminate this agreement.

VILLAGE OF MT. ZION, ILLINOIS

CITY OF DECATUR, ILLINOIS

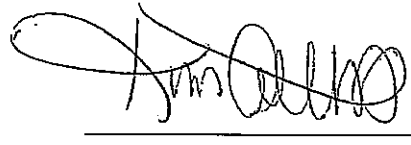
  
\_\_\_\_\_  
Mayor

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

Attest:

Attest:

  
\_\_\_\_\_  
Village Clerk

  
\_\_\_\_\_  
City Clerk