



Monday, October 5, 2020

5:30 PM

Civic Center Theater

CITY COUNCIL AGENDA

Pursuant to Phase 4 of Governor Pritzker's Executive Order, a maximum of 50 people will be allowed in the Civic Center Theater. An in-person meeting of all members of the City Council of the City of Decatur as well as in-person meetings of all members of other Boards and Commissions of the City of Decatur is not practical or prudent because of the COVID-19 pandemic.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of September 14, 2020 City Council Study Session and September 21, 2020 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Authorizing Amendment No. 1 to the Professional Engineering Services Agreement with Northwater Consulting Inc. for the Decatur Watershed Management Plan City Project 2019-38
2. Resolution Authorizing Proposal with Illinois State Water Survey for Hydrologic, Sediment and Nutrient Monitoring Upper Sangamon River Watershed
3. Resolution Authorizing an Agreement with Jimmie Soules Bird Repellent Company for Downtown Bird Control

4. Resolution Authorizing Community Development Block Grant-CV (CDBG-CV) Fund Expenditures and Amendment of the FY 2019-20 Annual Action Plan
5. Resolution Authorizing Community Development Block Grant-COVID (CDBG-CV) City of Decatur COVID Relief Program Subrecipient Agreement FY 2020 Dove, Inc.
6. Resolution Pursuant to Chapter 46 of the City Code of the City of Decatur, Illinois Pertaining to a Public Health Emergency Caused by the COVID-19 Virus and Suspending Certain Water Utility Disconnections
7. Resolution Regarding Halloween Trick Or Treat Hours
8. Resolution Authorizing the Execution of a Service Agreement for Supply of Electricity for Residential and Small Commercial Customers
9. Resolution Authorizing a Memorandum Of Understanding Agreement and Associated Sales Order with Baby Talk, Inc. to Obtain Internet Access Through the City Of Decatur Fiber Network
10. 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 2506 Fairway Court
 - B. Receiving and Filing of Minutes of Boards and Commissions
 - C. Resolution Authorizing Real Estate Purchase Agreements for 441, 457 and 475 South Maffit Street, City of Decatur, Illinois
 - D. Resolution Authorizing Real Estate Purchase Agreement for 439 South Maffit Street, City of Decatur, Illinois
 - E. Resolution Authorizing Real Estate Purchase Agreement for 837 East Johns Avenue, City of Decatur, Illinois
 - F. Resolution Authorizing Real Estate Purchase Agreement for 849 East Johns Avenue, City of Decatur, Illinois

VI. Other Business

VII. Adjournment

ATTACHMENTS:

Description	Type
Study Session Minutes of September 14, 2020	Backup Material
September 21, 2020 City Council Meeting	Backup Material

CITY COUNCIL STUDY SESSION MINUTES

Monday, September 14, 2020

On Monday, September 14, 2020 the City Council of the City of Decatur, Illinois, met in a Study Session at 5:30 p.m., in the Decatur Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, and Rodney Walker. Councilman Bill Faber participated through electronic attendance pursuant to the Open Meetings Act, 5 ILCS 120/7(e)(2) and a determination made by Mayor Moore Wolfe that an in-person meeting of all members of the City Council is not practical or prudent because of the COVID-19 pandemic. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for a Study Session on Decatur Police Department training, recruitment, tactics, transparency, and service to citizens.

City Manager Wrighton noted that the Study Session will serve to update the Council and citizens on measures that the Decatur Police Department have taken in the past to modernize the department, measures and strategies the Decatur Police Department plans to take in the future and initiatives for reducing the recent gun violence in Decatur.

Police Chief Jim Getz introduced Dr. Jeanelle Norman, NAACP Decatur Branch President.

Dr. Norman read a statement on behalf of the NAACP Decatur Branch regarding their position on racism in Decatur.

Mr. Rodney Franklin, member of Phi Beta Sigma fraternity gave an overview of the fraternity and discussed the collaboration between the fraternity and Decatur Police Department to assist with building better relationships within the community.

Police Chief Getz presented a PowerPoint presentation and spoke about 21st Century Policing, various types of training sworn police officers have attended, and their involvement in ongoing community outreach. Police Chief Getz announced that officer worn body cameras will be issued and in use no later than the end of October and in 2021 the city will begin deployment of surveillance cameras in selected neighborhoods. Police Chief Getz answered questions from Council regarding using social workers to respond to calls, police officers living in high crime neighborhoods, recruitment of minorities, Care Trak program, ShotSpotter and a gun buy-back program.

Deputy Police Chief Jason Walker gave an overview of the Investigations Division that is made up of an Adult Investigations Unit, Juvenile Investigations Unit, Resource Officers and Street Crimes Unit. The Investigations Division has partnered with the FBI and DEA to help combat crime.

Reverend Courtney Carson talked about racism and the launch of the Jerry Dawson Civic Leadership Institute that offers students a pathway to pursue careers in public service.

Council thanked the Decatur Police Department for their efforts in combatting crime.

With no other discussion, Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: John Phillips Sr., Reed Sutman, Cameron Williams, Jacob Jenkins, Karl Coleman, Katie Burns, and Elijah England.

With no other discussion, Mayor Moore Wolfe called for adjournment. Councilman McDaniel moved the Study Session be adjourned; seconded by Councilwoman Gregory and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the Study Session adjourned at 7:50 p.m.

Approved _____
Kim Althoff
City Clerk

CITY COUNCIL MINUTES
Monday, September 21, 2020

On Monday, September 21, 2020, the City Council of the City of Decatur, Illinois, met in a Regular Meeting at 5:30 p.m., in the Decatur Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Moore Wolfe presided, together with her being Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, and Lisa Gregory. Councilman Bill Faber participated through electronic attendance pursuant to the Open Meetings Act, 5 ILCS 120/7(e)(2) and a determination made by Mayor Julie Moore Wolfe that an in-person meeting of all members of the City Council is not practical or prudent because of the COVID-19 pandemic. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Nanette Ruffin and Randy Phipps.

With no other Appearance of Citizens, Mayor Moore Wolfe called for Approval of Minutes.

The minutes of the City Council Study Session meeting on August 31, 2020 and Regular City Council meeting on September 8, 2020 were presented. Councilman McDaniel moved the minutes be approved as written, seconded by Councilwoman Gregory and on call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

Finance Director Gregg Zientara gave an overview of the Treasurer's Financial Report and answered questions from Council regarding the impact that COVID may have on the 2021 budget.

R2020-125 Resolution Authorizing Property and Liability Insurance Coverage for the City of Decatur Illinois for the Policy Period October 1, 2020 to October 1, 2021, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of companion items #2 through #8 that relate to insurance coverage for the city.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-126 Resolution Authorizing Excess Property Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2020 to October 1, 2021, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-127 Resolution Authorizing Auto Physical Damage Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2020 to October 1, 2021, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-128 Resolution Authorizing Cyber Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2020 to October 1, 2021, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-129 Resolution Authorizing Excess Workers Compensation Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2020 to October 1, 2021, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-130 Resolution Authorizing Excess Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2020 to October 1, 2021, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-131 Resolution Authorizing Crisis Protection Insurance Coverage for the City of Decatur, Illinois for Policy Period October 1, 2020 to October 1, 2021, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-132 Resolution Authorizing Change Order to Council Resolution 19-194; Payment to CDS Office Technologies for Police Body Worn Camera Project, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-133 Resolution Authorizing Purchase of Tyler Technologies, Inc. Citizen Self Service Module, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-134 Resolution Authorizing Execution of a Purchase Order with Complete Coach Works for installation of Protective Barriers Transit Fleet of Vehicles not to exceed \$113,723.64, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-135 Resolution Authorizing Agreement with MV Transportation, Inc. for Supplemental Pay, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

With no other New Business, Mayor Moore Wolfe called for Consent Calendar Items A. through J. and asked if any Council member wished to have an item removed from the Consent Calendar. No Council member wished to have an item removed from the Consent Calendar. The Clerk read items A. through J.

Item A. 2020-136 Ordinance Annexing Territory 1508 West Ash Ave.
Item B. 2020-137 Ordinance Annexing Territory 3434 Burt Drive
Item C. 2020-138 Ordinance Annexing Territory 3408 Ferris Drive
Item D. 2020-139 Ordinance Annexing Territory 3425 Ferris Drive
Item E. 2020-140 Ordinance Annexing Territory 3436 Ferris Drive
Item F. 2020-141 Ordinance Annexing Territory 2060 Solar Avenue
Item G. 2020-142 Ordinance Annexing Territory 3185 North Westlawn Avenue
Item H. 2020-143 Ordinance Annexing Territory 3225 North Westlawn Avenue
Item I. 2020-144 Ordinance Annexing Territory 2451 Wilcox Lane
Item J. 2020-145 Ordinance Annexing Territory 2479 Wilcox Lane

Councilman McDaniel moved Items A. through J. be approved by Omnibus Vote; seconded by Councilwoman Lisa Gregory, and on call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, 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.

With no Other Business, Mayor Moore Wolfe called for Recess to Study Session for a discussion on an Employee Health Care Clinic at 6:25 p.m.

Mayor Moore Wolfe and Councilman Kuhle recused themselves from the Study Session due to a conflict of interest.

After a short break, Councilman McDaniel, serving as Mayor Pro Tem, called the Study Session to order at 6:29 p.m. Councilwoman Gregory motioned to Recess to Study Session; seconded by Councilman Horn.

Upon call of the roll, Council members David Horn, Rodney Walker, Bill Faber, Lisa Gregory and Pat McDaniel were present. Councilman Kuhle and Mayor Moore Wolfe were absent. Councilman McDaniel declared a quorum present.

City Manager Wrighton gave an overview of the Employee Health Care Clinic and the savings that would be to the City.

Ms. Debra Geihlsler from Activate gave a presentation and answered questions from Council.

Ms. Ashley Koster and Ms. Brandy Zanger from HSHS Medical Group gave a presentation and answered questions from Council.

Mr. John Ridley and Mr. Drew Early from Decatur Memorial Hospital (Memorial Health System) were in attendance. Mr. John Ridley gave a presentation and answered questions from Council.

Mr. Rick Semonis from Semonis Insurance Group participated through Zoom and gave his opinion on the Employee Healthcare Clinic.

With no other discussion, Councilman McDaniel called for adjournment. Councilwoman Gregory moved the City Council meeting be adjourned; seconded by Councilman Horn and on call of the roll, Council members David Horn, Rodney Walker, Bill Faber, Lisa Gregory and Councilman McDaniel voted aye. Councilman McDaniel declared the motion carried.

Councilman McDaniel declared the City Council meeting adjourned at 8:08 p.m.

Approved _____
Angela Harper
Deputy City Clerk

Public Works

DATE: 9/28/2020

MEMO: 2020-127

TO: Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager

SUBJECT: Resolution Authorizing Amendment No. 1 to Professional Engineering Services Agreement with Northwater Consulting Inc. for Lake Decatur Watershed Management Plan City Project 2019-38.

SUMMARY RECOMMENDATION:

It is recommended that the City Council authorize the Mayor to sign, and the City Clerk to attest, to the following resolutions:

1. Resolution authorizing Amendment No. 1 for Professional Engineering Services Agreement with Northwater Consulting Inc. for Phase 2 of the Lake Decatur Watershed Management Plan for a cost not to exceed \$299,463.22.
2. Resolution authorizing Proposal with Illinois State Water Survey for Hydrologic, Sediment and Nutrient Monitoring of the Upper Sangamon River (Lake Decatur) Watershed for a cost not to exceed \$30,905.00.

BACKGROUND:

Phase 1 Overview

The Lake Decatur Watershed Management Plan (Plan) is a high priority project of the City Council. Since March of 2020, Northwater has successfully completed these Phase 1 tasks of the Plan (Details are included in the attached Phase 1 Executive Briefing) and include:

1. Stakeholder Engagement & Audit – Formally engaged with stakeholders to initiate the watershed planning process.
2. Data Mining & Initial Watershed Characterization – Determined a preliminary understanding of the watershed and identified important data gaps.
3. Monitoring Strategy & Plan – Designed a monitoring plan to estimate the input of sediment and nitrogen into Lake Decatur.
4. Monitoring Setup & Commissioning – Most of this will occur during Phase 2 so that

the cost can be used as a dollar for dollar cost share match for watershed improvement grant applications.

5. Grant Applications – Led the preparation of two significant watershed improvement grant applications. An IEPA Section 319 Nonpoint Source Pollution Control grant application has been submitted with the potential for up to \$150,000 in state funding. A USDA Regional Conservation Partnership Program grant application will be submitted by November 4 with the potential for up to \$10,000,000 in federal funding.

6. Five Year Strategy – Developed a near term strategy for the City and relevant watershed partners.

The Phase 2 Agreement

With Northwater's high quality work on Phase 1, and their ability to maximize the amount of potential watershed improvement grant funding, City staff recommends that Northwater be authorized to proceed with the Phase 2 tasks described below. Phase 2 work flows directly from the findings and activities of the first phase. The updated Phase Two tasks are detailed in the attached Exhibit A, Phase 2 Scope of Services & Budget, and include:

1. Nine-Element Watershed Plan and 319 Application for Bluffs Watershed – Complete the entire Watershed Plan and apply for 2021 IEPA Section 391 Nonpoint Source Pollution Control grant. Nine-Element Plans are highly detailed and mandatory to apply for state and federal watershed improvement grant funding.
2. City Property Assessment and Planning – Assist with Oakley dredged sediment storage basin management, assessment of City controlled properties for water quality improvements, and develop guidelines and by-laws for lake shore properties and potential transactions of same. The guidelines and by-laws will be completed this fall.
3. USDA Regional Conservation Partnership Program (RCPP) Planning and Negotiations – Provide partnership coordination and grant award negotiation consultation.
4. Advancement of Special Projects and Initiatives – Services for water quality improvement items that may or may not qualify for grant leveraging/funding opportunities.
5. Monitoring Program – Begin water quality and sediment monitoring in the Lake Decatur watershed and the lake itself. The agreement with the Illinois State Water Survey is part of this monitoring effort.
6. General Consulting – As needed during the next 12 months.

The planning and implementation of a comprehensive plan for a large watershed the size of Lake Decatur's takes a significant amount of time and resources. There are numerous steps that must be completed in order to determine future actions, especially being awarded, or not being awarded, multiple watershed conservation funding grants, and when each grant's funding actually become available. This unpredictability makes it advisable to continue this project in phases with flexible tasks. As Phase 2 is being completed, a detailed Phase 3 scope of services and costs will be established for City Council consideration. The same is planned for Phase 4. It is anticipated that Council will act on Phase 3 around September 2021, and Phase 4 around September 2022. It may be that some phases can be combined as information is gathered and conclusions are drawn.

Updated budgets and schedules for all five Phases are on page 8 of the attached Phase 2 Scope of Services.

Sediment and Nutrient Monitoring

A major component of the Plan, as noted in #5 above, is to monitor and analyze the watershed's water quality to determine if the Plan's activities effectively reduce the amount of sediment and nitrate nitrogen entering Lake Decatur. This will be an ongoing gauge on the effectiveness of the City's watershed efforts.

The Illinois State Water Survey (Survey) is one of the State's premier water research institutions. Since at least 1993, the City has had numerous successful Lake Decatur watershed water quality monitoring and analysis projects performed by the Survey.

The attached proposal will provide monitoring and analysis at three Lake Decatur watershed locations for one year as part of the Watershed Management Plan. A watershed map and the monitoring locations are on page 3 of the proposal.

The Survey will conduct these major tasks:

- Collect hydrologic and stage/discharge data at the monitoring stations.
- Collect suspended sediment and nutrient samples at the monitoring stations.
- Collect turbidity, pH, and temperature at the monitoring stations.
- Hydrologic, suspended sediment, and nutrient data collected at the monitoring stations will be processed, computed, and compiled. Data will be maintained in a database at the Survey and provided quarterly to the City and Northwater Consulting.

Typically the cost of these services would be approximately twice as much as the quoted \$30,905. Fortunately, the Survey is already conducting some Lake Decatur watershed water quality work through a grant from the National Science Foundation which allows the Survey to offer their services to the City for this proposal at such a low cost.

Since the Survey is a part of the University of Illinois, attached is a copy of the University's Letter of Intent to Establish a Subagreement for the Survey's work.

It is anticipated that this will be the beginning of a long term watershed monitoring and analysis program with the Survey. It is also anticipated that the cost of this project will qualify as local cost share match for the soon to be submitted USDA Regional Conservation Partnership Program grant application so that the City's expenditures can be matched dollar for dollar for watershed improvement funds that the grant can provide.

Comprehensive Council Review

To enable the City Council to examine and evaluate all of the City's water system needs in a more comprehensive manner, early in 2021, City staff and our consulting firms (Intera, CDM Smith, Northwater) plan to present the findings of the Lake Decatur Watershed Management Plan, the Additional Water Supplies Plan and the Water Utility Long Term Sustainability

Plan. This approach will enable the City Council to comprehensively plan for the short, medium and long term needs of our entire water system, beginning in the early months of 2021.

PRIOR COUNCIL ACTION:

On February 24, 2020, the City Council authorized a Professional Engineering Services Agreement with Northwater Consulting Inc. (Northwater) for Lake Decatur Watershed Management Plan, Phase 1.

POTENTIAL OBJECTIONS: None foreseen.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Matt and representatives of Northwater will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS:

This expenditure will be paid from the Water Lake Capital budget. This phase of the project will take approximately 12 months to complete.

COPY:

Jeff Boeckler, Northwater Consulting Inc.
Erin Bauer, Illinois State Water Survey

ATTACHMENTS:

Description	Type
Resolution Authorizing Amendment #1 Northwater Agreement	Resolution Letter
Northwater Watershed Plan Phase I Executive Briefing	Backup Material
Northwater Watershed Plan Phase II Scope of Services	Backup Material
Northwater Watershed Plan Phase 2 Matrix	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING
AMENDMENT NO. 1 TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH
NORTHWATER CONSULTING INC. FOR LAKE DECATUR WATERSHED
MANAGEMENT PLAN CITY PROJECT 2019-38**

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

Section 1. That Amendment No. 1 presented to the Council herewith as Exhibit 1 and made part of hereof, between Northwater Consulting Inc. and the City of Decatur, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Amendment No. 1 between the City of Decatur, Illinois and Northwater Consulting Inc. for a cost not to exceed \$299,463.22.

Section 3. That the changes in the above described agreement are germane to said agreement, as signed, and the amendment is in the best interest of the City of Decatur and is authorized by law.

PRESENTED AND ADOPTED this 5th day of October 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



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

EXHIBIT 1

Amendment

Date: 10/5/2020
Request No. 1 ☐ Final
Consulting
Engineer: Northwater Consulting
Address: 960 Clocktower Dr., Suite F **Lake Decatur Watershed Management Plan**
Springfield IL 62704 **City Project 2019-38**

I recommend that an ☒ addition of \$299,463.22 be made to the above contract.
☐ deduction

I recommend that an extension of 365 days be made to the above contract completion date.
The revised completion date is now 9/30/2021.

Amount of original contract	\$	<u>190,442.98</u>
Amount of previous amendments	\$	<u>0</u>
Amount of current amendment	\$	<u>299,463.22</u>
Amount of adjusted/final contract	\$	<u>489,906.20</u>

☒ addition
Total net ☐ deduction to date \$ 299,463.22 which is 157.25 % of Contract Price

State fully the nature and reason for the amendment To implement Lake Decatur Watershed Management Plan
Phase 2.

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

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

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

Recommended _____
Public Works Director

Date

Approved _____
Mayor

Date

Attested _____
City Clerk

Date



Lake Decatur Watershed Management Plan

Phase I – Baseline Assessment & Five-Year Strategy

March 2020 – September 2020

Executive Briefing

Summary of Activities

1. Through Phase I we have learned a significant amount about the watershed and its diverse stakeholder base. This has allowed for strongly informed strategies, new partnerships, and clarity on roles and responsibilities.
2. A pathway has been cleared to secure financial resources to enable impactful and long-term watershed planning and implementation that compound and leverage City and partner investments.
3. An Illinois EPA Section 319 grant application was submitted in August 2020 seeking \$150,000 to: (i) construct four on-the-ground projects in the watershed, (ii) update the Friend's Creek watershed plan so that it is eligible to receive future grants, and (iii) develop new subwatershed plans for Sand Creek, Wildcat Creek, and Willow Branch.
 - a. The implementation projects will reduce sediment and nitrogen loading by 415 tons/year and 827 lbs/year, respectively.
 - b. Portion of the grant award will be applied towards the consultant contracts with Northwater (Phase III).
4. A United States Department of Agriculture Regional Conservation Partnership Program (RCPP) grant application is in development and due November 4.
 - a. The grant is 50-50, so partner contributions are matched by the federal grant.
 - b. The City has received nearly 20 partner support and contribution commitments. Approximately \$10M+ of partner contributions (including City expenditures) or match is expected.
 - c. Approximately \$10M federal funds will be requested, for a total grant program of \$20M over a 5-year period.
 - d. The Illinois Farm Bureau is a key partner contributing in-kind services, cash and is lobbying on behalf the City's RCPP application.

Lake Decatur Watershed Management Plan

- e. City budgets, staff time and spending towards anything related to lake / watershed management will be used as match and double the efficacy of investments.
 - f. The City is still working with Northwater and partners to finalize details of the RCPP application and the application will be submitted during Phase II.
- 5. A monitoring program has been defined in partnership with the Illinois State Water Survey (ISWS) and National Great Rivers Research and Education Center (NGRREC) to quantify sediment and nitrate delivery to the lake, track sediment accumulation rates, and evaluate the benefits of watershed investments over time.
 - a. Bi-weekly monitoring for sediment, nitrate and flow at three stations in the watershed will be done in partnership with ISWS, and shall commence upon notice to proceed for Phase II.
 - b. Partnership with NGRREC to install continuous real-time sensors for nitrate, flow, turbidity, and other water quality parameters on the Sangamon River at the Cisco bridge will be delayed until notice of RCPP award. Expenditures after RCPP award notice will allow for match.
- 6. Lake bathymetry and sediment accumulation monitoring plan is in development and will be completed in Phase II after review of GLDD and Chastain data from the post-dredging surveys.
 - a. The first round of baseline lake bathymetry / sediment accumulation monitoring is planned for the beginning of Phase III (Fall 2021).

Lake Decatur Watershed Management Plan

Detail by Task

Task 1.1: Stakeholder Engagement & Audit

1. A strategy is in development for Lake Decatur watershed planning and management that will result in substantial outside investment and measurable improvements to water quality and sedimentation.
 - a. Engaged and initiated partnerships with stakeholders throughout the watershed across 7 counties (See Table 1).
 - i. Farm Bureaus and agencies.
 - ii. Industry and private sector (ADM, Tate & Lyle etc.).
 - iii. Private landowners (Howard Buffet, Jimmy Johns etc).
 - iv. Universities / colleges (L&C, University of Illinois).
 - v. Illinois State Water Survey.
 - b. We have inventoried projects, programs, and initiatives throughout the watershed and at the State and Federal levels, many of which are complementary to City goals and objectives.
 - i. These investments can be used to leverage funding and bring more money into the watershed.
 - ii. Duplicated efforts and investments are being avoided through improved collaboration and alignment.
 - iii. Identified unique funding opportunities and forged relationships with key decision makers.
 - c. We have assessed current City arrangements and policies to identify opportunities for grant leveraging, enhancements to lake and watershed activities and City owned crop ground and coordinated with and provided guidance to the City and Macon County SWCD on the current employment and cost-share contract.

Table 1 - Stakeholder/Partner Engagement Summary

Type	Organization	Category	Organization
Landowners	Private landowners/Farmers		The Nature Conservancy
National Government	United States Department of Natural Resource Conservation	Non-Governmental Organization	Iowa Agricultural Water Alliance
	US Army Corps of Engineers		Ecosystem Services Market Consortium
	Champaign County SWCD		Illinois Lake Management Association
	DeWitt County SWCD		Topflight Grain Cooperative
	McLean County SWCD		Illinois Fertilizer & Chemical Association
	Piatt County SWCD		Illinois Nutrient Research & Education Council
	Ford County SWCD		Illinois Sustainable Ag Partnership
	Macon County SWCD		American Farmland Trust (AFT)
	Shelby County SWCD		Agricultural Watershed Institute
	Macon County Conservation District	Property Management	First Illinois Ag Group
	Macon County	State Government	Hancock Agricultural Investment Group
Local Government	City of Decatur		Illinois Department of Natural Resources
	City of Monticello		Illinois State Water Survey
	Decatur Park District		Illinois Environmental Protection Agency
	Decatur Sanitary District		Illinois Corn Growers Association
			Illinois Farm Bureau

Lake Decatur Watershed Management Plan

Type	Organization	Category	Organization
Foundation	Land Conservation Foundation	Trade Organization	Macon County Farm Bureau
	Howard Buffet Foundation		Shelby County Farm Bureau
Media	WAND TV		Ford/Iroquois Farm Bureau
	Now Decatur (radio)		McLean County Farm Bureau
University	University of Illinois / Allerton Park		DeWitt County Farm Bureau
	Lewis & Clark Community College		Piatt County Farm Bureau
Industry / Private Sector	Archer-Daniels-Midland (ADM)		Champaign County Farm Bureau
	United Prairie LLC		
	Door4 Brewing		
	Riggs Brewing		
	Decatur Brew Works		
	Anvil & Forge Brewing and Distilling		
	Landlocked Hops		
	DIGS Associates		
	Rovey Seed Company		
	Anuvia Plant Inspired Products		
	Tate & Lyle		
	Land O' Lakes (Truetera)		
	ManPlan Inc		
	Jimmy John's		
	Catipillar		
	Crop-Tech Consulting		
	Nutrien		
	Clarkson Grain Company		
	Growmark		
	Martin Ecosystems		
	Regenerative Agriculture Consulting		

Task 1.2: Data Mining & Initial Watershed Characterization

1. Acquired existing monitoring data from Illinois EPA, Illinois State Water Survey (ISWS), United States Geological Survey (USGS) and others such as and Lewis and Clark Community College.
2. Acquired and reviewed reports and studies/research throughout the watershed.
3. Acquired critical map data layers throughout the City and watershed.
4. Conducted a watershed windshield survey of the Bluffs subwatershed and portions of other subwatersheds. So far have nearly 1,000 GPS observations throughout the watershed to support planning and management.
5. Completed a lake shoreline erosion assessment and generated map layers.
6. 25% completion of a custom land use map layer for the Bluffs subwatershed.
7. Supported beneficial reuse planning related to the sedimentation basin in Oakley Township.

Lake Decatur Watershed Management Plan

Task 1.3: Monitoring Plan

1. Thorough research and engagement with stakeholders, we learned from current and past monitoring efforts and associated data in the watershed to develop a focused and cost-effective monitoring plan.
2. The City's monitoring investment with the ISWS from 1993 – 2008 was instrumental in guiding a very focused monitoring plan.
3. Established partnerships with the ISWS and NGRREC to leverage their complementary programs already occurring in the watershed to save money and eliminate redundant efforts.
4. The monitoring plan includes the following:
 - a. Bi-weekly monitoring of nitrate, phosphorus, sediment and flow/river stage at three stations in the watershed in partnership with the ISWS (Sangamon River at Cisco bridge, Friend's Creek and Lost Creek. This captures approximately 75% of the watershed area.
 - i. The ISWS is already working bi-weekly in the watershed as part of a 5-year National Science Foundation (NSF) grant, so there is significant cost savings from this alignment.
 - ii. Northwater will monitor storms and perform monitoring at these stations to capture these events in different seasons.
 - b. A real-time monitoring station will be installed on the Upper Sangamon River at the Cisco bridge in partnership with NGRREC. This station will collect data for nitrate, turbidity, and river stage at 15-minute increments for at least a 5-year period. Based on analyses, this is the closest location to Lake Decatur that can provide representative data to estimate nitrate and sediment loads.
 - i. The commissioning of this station will be delayed until notice of the RCPP award, anticipated in the spring of 2021. This allows for this City expenditure to count as match and unlock more funding for implementation projects.
 - ii. NGRREC is already monitoring in upper Lake Decatur for the same parameters and using the same instrumentation proposed for the Cisco bridge site. There are significant cost savings in this partnership, plus the complementary monitoring data that NGRREC is collecting the lake will continue to be collected into the foreseeable future.
 - c. Two proposed BMP sites will be monitored starting in Phase II in order to collect baseline data. Flow, sediment, nitrate and phosphorus data will be collected during baseflow and storm-flow events in advance of the projects being constructed. Monitoring will continue after construction to monitor improvements.
 - i. Ravine near the airport in the Bluffs watershed.
 - ii. BMP at the DeWitt Wellfield site.

Lake Decatur Watershed Management Plan

Task 1.4: Monitoring Setup and Commissioning

1. Monitoring setup and commissioning will occur under Phase II

Task 1.5: Grant Applications

1. Illinois EPA Section 319 program.
 - a. Submitted August 1st, 2020.
 - b. \$250,000 total project cost, \$150,000 in federal funds.
 - c. City commitment to develop Bluffs watershed plan under Phase II prior to receipt of grant funds.
2. USDA-RCPP Grant
 - a. In progress, due November 4.
 - b. Anticipate a 20-million-dollar application – \$10M USDA funds combined with \$10M+ city/partner contributions.
 - c. This grant leverages partner and City funds already planned / allocated for the watershed and lake. For example, the \$1M annually paid by ADM to the City for lake management, allows us to unlock \$1M of USDA funding for projects to reduce sediment and nitrate.

Task 1.6: Five-Year Strategy

1. Formalized key elements of the strategy.
 - a. Draft report 50% complete.
 - b. Designed to maximize external investments and optimize lake and watershed related expenditures.
2. Initiated a series of special projects with the potential to provide substantial value to the City, lake, and watershed.
 - a. City owned property guidelines and recommendations.
 - b. Carbon and water quality trading pilot program.
 - c. Development of the Sediment Dewatering Basin to generate revenue.
 - i. Specialty crops.
 - ii. Community/business engagement.
 - d. Beneficial use/retrofit of emergency water supply well site basin for tile nitrate removal.
 - e. Feasibility of large-scale floating wetlands at the upper end of the lake to trap sediment and reduce peak nitrate concentrations.



Exhibit A

Lake Decatur Watershed Management Plan

Phase II

- SCOPE OF SERVICES & BUDGET -

Northwater Consulting

September 24, 2020

Exhibit A

PHASE 2 – Watershed Initiative Development

Phase II Period: October 1, 2020 through September 2021 (12-months)

Phase 2 Expected Tasks	Description
Task 2.1. Nine Element¹ Watershed Plan and 319 Application – Bluffs Watershed ¹Nine minimum elements for planning are defined by the Environmental Protection Agency that make the plan eligible for grant funds	• Complete watershed plan. • Apply for section 319 implementation grant for Bluffs subwatershed.
Task 2.2. City Property Assessment and Planning	• Continued support in assessment, planning and management of the dewatering basin. • Assessment of City-controlled properties and development of a plan to capitalize on opportunities to improve water quality. • Support the City in developing guidelines and by-laws for lakeshore property transactions.
Task 2.3. United States Department of Agriculture (USDA) Regional Conservation Partnership Program (RCPP) Planning and Negotiations	• Complete the process of coordinating with partners and submitting RCPP grant application. • Should the RCPP grant be awarded, lead the negotiations and further development of the scope of work. • Finalize the grant agreement and notice to proceed.
Task 2.4. Advancement of Special Projects and Initiatives	• Phase I identified special projects and initiatives that warrant special attention and advancement due to the potentially significant water quality benefits and RCPP leveraging opportunities.
Task 2.5. Monitoring Program	• Coordinate with the Illinois State Water Survey (ISWS) regarding monitoring at three stations (Sangamon at Cisco bridge, Sand Creek, Friends Creek). • Design and install automatic monitoring station at Cisco Bridge in partnership with NGRRC. To be completed after RCPP award notice.

Phase 2 Expected Tasks	Description
	- Perform storm-event sampling at three stations and baseline monitoring of potential BMP sites. - Manage database. - Lake sediment monitoring plan, with first bathymetry survey to occur fall 2021.
Task 2.6. General Consulting	Budget for general consulting for out of scope services that may be necessary.

Task 2.1. Nine Element Watershed Plan and 319 Application – Bluffs Watershed

A nine-element watershed plan will be completed for the Lake Decatur Bluffs watershed. This is a strategic subwatershed identified under Phase I and most of City owned property is within.

Based on Illinois State Water Survey (ISWS) literature, the Bluffs subwatershed is the highest sediment contributor per unit area in the watershed.

Completing the plan will identify hot spots and specific project locations that can be incorporated into a 319-implementation grant. This application will be submitted in 2021, as the watershed will be eligible for funds and specific projects will be defined. Elements of the plan have been compiled under Phase I including a windshield and lake bank survey, preliminary data mining, landowner outreach, and 25% of a custom landuse map layer. The plan will serve to guide RCPP implementation efforts and time spent used to aid the Champaign County Soil and Water Conservation District meet match requirements for a current Illinois EPA Section 319 grant.

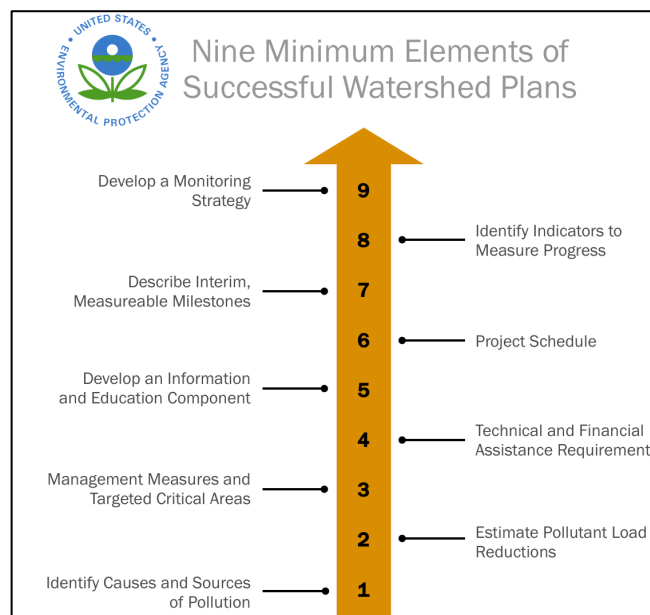


Figure 1 - EPA Nine Elements

This task will include the following:

1. Complete data mining.
2. Complete additional field work and develop custom map layers.
3. Complete watershed characterization and inventory.
4. Identify causes and sources of pollution.
5. Pollution load modeling and analysis.
6. Establish nutrient and sediment reduction targets.
7. Field/property specific management practices.
8. Load reduction calculations.
9. Identification of critical areas & hot spots – prioritize based on nutrient and sediment reductions achieved.
10. Education and outreach component consistent with RCPP strategy.
11. Cost estimates and milestones.
12. 319 implementation grant application.
13. General coordination.

The 5-year strategy will outline additional subwatershed planning priorities in subsequent phases. Our approach is to develop a series of individual plans that guide and support immediate implementation needs and critical geographic areas rather than an overarching watershed plan for the entire Lake Decatur Watershed.

Task 2.2. Lake Development Ordinances

Development, modifications and alterations along the shoreline of Lake Decatur and its contributing waterways impacts water quality, infrastructure, and the efficacy to manage and maintain the lake as a drinking water supply and recreational resource in a cost effective manner.

This task will recommend programmatic actions and suggested language for ordinances, easements and other restrictions that will aim towards protecting the lake and water resources as it pertains to City-owned properties sold or leased, and private properties subject to alterations, rezoning, improvements, and permits that require City approval.

Tasks will include:

1. Delineation of shoreline protection areas and narrative in the lake/watershed context regarding background and justification for proposed ordinances and restrictions.
2. Bylaw and policy review of others, including the Lake Springfield Land Use Plan.
3. Prepare recommendations and propose suggested language for ordinances, easements and restrictions that protect the shoreline and enable more effective management of Lake Decatur.
4. The Bluffs watershed plan shall integrate these recommendations, having these recommendations integrated into a plan will strengthen the policies.

Task 2.3. RCPP Planning & Negotiations

Northwater anticipates an RCPP application and program totaling approximately **\$20M** dollars of combined federal dollars and partner contributions. There is a 50-50 match requirement, so approximately \$10M of partner and City contributions will allow for \$10M of federal funding.

Northwater is currently working with the City to determine the match value of all City activities related to the lake and watershed, this includes staff time, expenditures related to lake management, Northwater contracts, payments to Macon County SWCD etc. We do not anticipate the RCPP program to cost the City significantly more than what is already allocated and being spent on lake and watershed efforts. The RCPP allows us to leverage those expenditures and investments to access more funding for the watershed.

It is anticipated that over twenty public and private entities will be involved in the execution of the RCPP. An effort of this size will require upfront attention and partner coordination to ensure early action on-the-ground. If awarded, negotiations with the USDA will be required in June/July 2020.

Activities will include:

1. Finalize RCPP application and submit on behalf of the City.
2. Partner coordination.
3. Develop partner and contribution tracking methods and procedures.
4. Secure final partner contribution commitments upon RCPP award notification.
5. Negotiate final RCPP agreement in coordination with the City.
6. Oversee Macon County SWCD contract, develop task lists and responsibilities for RCPP.
 - a. Restructure current cost-share program to align with 5-year strategy and RCPP.
 - b. Restructure current education and outreach efforts to align with the 5-year strategy and RCPP.
7. Conduct strategic one-on-one landowner outreach to forward the RCPP and other implementation efforts.

Task 2.4. Advancement of Special Projects and Initiatives

Phase I identified special projects and initiatives that warrant special attention and advancement due to the potentially significant benefits to the lake and watershed and their ability to leverage other state and federal funds. These projects include:

1. Treatment wetland and erosion control, DeWitt well field.
2. High priority bluffs watershed ravines.
3. Upper lake floating wetland systems for nitrate and sediment reductions.
4. Carbon and water quality trading pilot program as an additional source of revenue.
5. Assessment and development of sediment dewatering basin to forward opportunities that generate revenue for watershed improvements and grant “match.”

- a. Production agriculture.
- b. Specialty/organic crops.
- c. Conservation and innovation.
- d. Marketing and outreach initiatives (i.e. locally sourced products).

This task includes advancing these project opportunities through coordinating with the City, stakeholders, landowners, regulators, and the private sector. Research and prefeasibility analysis will be performed on relevant projects to further evaluate the opportunities, benefits, weaknesses, and costs. Northwater will also outline funding strategies that minimize implementation costs to the City.

Task 2.5. Monitoring Program

The monitoring program during Phase II includes:

1. Direct and manage all monitoring efforts and maintain/manage a database.
2. Establishment of 3 flow and water quality monitoring stations in the watershed. Locations include, (i) Sangamon River IL 32, (ii) Friends Creek, (iii) Big/Long Creek, and (iv) Sand Creek. This monitoring is being done bi-weekly in partnership with the ISWS. Northwater shall perform storm-event sampling, targeting 3 to 4 storm events per year. City to perform laboratory analysis for the storm-event samples but not the ISWS bi-weekly samples.
3. Design and commission sensor network on the Sangamon River at the IL 32 bridge. To include river stage, nitrate sensor, turbidity sensor and temperature/conductivity logger. This work will be done in partnership with the National Great Rivers Research and Education Center (NGRREC). This system will not be procured and installed until after notice of RCPP award.
4. Baseline water quality and flow monitoring at two potential BMP sites. The City to perform laboratory analysis.
5. A lake bathymetry and sediment accumulation monitoring plan will be memorialized shortly after Phase II notice to proceed. The first bathymetry survey is proposed in the fall of 2021 under Phase III. Bathymetry and sediment accumulation monitoring in the lake is not included in Northwater's watershed management budget projections.

Exhibit A

Budget

A.1 – Phase I – IV: Budget Summary & Projections

A.2 – Phase II Budget

Exhibit A.1

BUDGET PROJECTIONS, PHASE 2 - 4: LAKE DECATUR WATERSHED MANAGEMENT

	Period of Phase	Original Budget Estimate	Projected Actual	Difference	Difference (%)
Phase 1: Baseline Assessment & Five-Year Strategy	03/2020 - 09/2020	\$190,442.00	\$140,100.00	(\$50,342.00)	-26%
Phase 2: Watershed Plan Development & Monitoring	10/2020 - 09/2021	\$192,524.00	\$299,463.22	\$106,939.22	56%
Phase 3a: Scope TBD*	10/2021 - 9/2022	\$267,443.00	\$225,000.00	(\$42,443.00)	-16%
Phase 3b: Lake Bathymetry Survey & Mapping**	10/2021 - 9/2022	Not in Original RFP	\$150,000.00	\$150,000.00	100%
Phase 4: Scope TBD*	10/2022 - 12/2023	\$172,879.00	\$155,000.00	(\$17,879.00)	-10%
Totals		\$823,288.00	\$969,563.22	\$146,275.22	17.8%

* scope and fees dependent on USDA RCPP and IEPA 319 grant results
 ** additional task requested by City, not included in original RFP and budget

Budgetary Numbers for Optional Supplemental Activities				Estimated Cost	
A1: Engineering Studies For Infrastructure Projects				\$100,000.00	Possible structures or low-flow dams
A2: 2023-2024 Watershed Management / Implementation Consulting				\$110,000.00	to be supplemented with grant funds
A3: SWAMM Online System				\$95,000.00	Online system for collaboration / tracking
A4: 2023-2024 Monitoring				\$110,000.00	25-55k / year estimate
A5: Five-Year Monitoring Analysis & Report				\$40,000.00	Study of monitoring data
				\$455,000.00	Optional Supplemental Activities

Exhibit A.2

Lake Decatur Watershed Management Phase II: October 2020 - September 2021

	Principal	Sr. Engineer / Scientist	Engineer / Scientist II	Environmental Scientist / GIS Analyst I	Environmental Technician / GIS Analyst
Hours					
Task 2.1: Nine Element Plan and 319 Application	200	48	80	320	200
Task 2.2: Lake Development Ordinances	50	10	0	45	40
Task 2.3: USDA RCPP Planning and Negotiations	110	0	24	40	12
Task 2.4: Advancement of Special Projects and Initiatives	110	60	0	40	0
Task 2.5: Monitoring Program	120	60	0	192	8
Task 2.6: General Consulting	60	0	0	0	0

Direct Labor					
Task 2.1: Nine Element Plan and 319 Application	\$11,058.00	\$2,088.00	\$2,976.00	\$8,678.40	\$3,230.00
Task 2.2: Lake Development Ordinances	\$2,764.50	\$435.00	\$0.00	\$1,220.40	\$646.00
Task 2.3: USDA RCPP Planning and Negotiations	\$6,081.90	\$0.00	\$892.80	\$1,084.80	\$193.80
Task 2.4: Advancement of Special Projects and Initiatives	\$6,081.90	\$2,610.00	\$0.00	\$1,084.80	\$0.00
Task 2.5: Monitoring Program	\$6,634.80	\$2,610.00	\$0.00	\$5,207.04	\$129.20
Task 2.6: General Consulting	\$3,317.40	\$0.00	\$0.00	\$0.00	\$0.00

Direct Costs (Subs, mileage, equipment, etc.)	ODCs	Subconsultant #1	Subconsultant #2	Subcontractors	10%	Total
Task 2.1: Nine Element Plan and 319 Application	\$1,080.00	\$0.00	\$0.00	\$0.00	\$108.00	\$1,188.00
Task 2.2: Lake Development Ordinances	\$820.00	\$0.00	\$0.00	\$0.00	\$82.00	\$902.00
Task 2.3: USDA RCPP Planning and Negotiations	\$960.00	\$0.00	\$0.00	\$0.00	\$96.00	\$1,056.00
Task 2.4: Advancement of Special Projects and Initiatives	\$820.00	\$10,000.00	\$0.00	\$0.00	\$1,082.00	\$11,902.00
Task 2.5: Monitoring Program	\$15,000.00	\$55,000.00	\$0.00	\$0.00	\$7,000.00	\$77,000.00
Task 2.6: General Consulting	\$310.00	\$0.00	\$0.00	\$0.00	\$31.00	\$341.00

Phase II Total	Direct Labor	Estimated Labor	DC & Supplies/ Equipment	Estimated Cost
Task 2.1: Nine Element Plan and 319 Application	\$28,030.40	\$84,091.20	\$1,188.00	\$85,279.20
Task 2.2: Lake Development Ordinances	\$5,065.90	\$15,197.70	\$902.00	\$16,099.70
Task 2.3: USDA RCPP Planning and Negotiations	\$8,253.30	\$24,759.90	\$1,056.00	\$25,815.90
Task 2.4: Advancement of Special Projects and Initiatives	\$9,776.70	\$29,330.10	\$11,902.00	\$41,232.10
Task 2.5: Monitoring Program	\$14,581.04	\$43,743.12	\$77,000.00	\$120,743.12
Task 2.6: General Consulting	\$3,317.40	\$9,952.20	\$341.00	\$10,293.20
			Total	\$299,463.22

Phase II Matrix - 9/24/2020

Original / Proposed Phase II Task	Revised Phase II Tasks	Rational for Change / Addition / Deletion
Task 2.3. Watershed Characterization Task 2.4. Identify Causes and Sources of Pollution Task 2.5. Pollution Load Modeling and Analysis Task 2.6. Establish Load Reduction Targets Task 2.7. Identification of Critical Areas & Hot Spots Task 2.8. 319 Grant Application	Task 2.1. Nine Element Watershed Plan and 319 Application – Bluffs Watershed	- Initially proposed Phase II Tasks 2.3-2.8 have been rolled into a single task to develop a complete Environmental Protection Agency (EPA) nine-element plan for the Bluffs watershed. - The Bluffs watershed is one of approximately 16 priority planning subwatersheds that encompass the Lake Decatur watershed. It is considered the highest priority from a sediment standpoint due to its proximity to the lake, and Illinois State Water Survey (ISWS) literature suggest it contributes the highest sediment loading to the lake per unit area. The sediment loading will be modeled as part of this task. - Based on the current trajectory of the overall project, recent grant applications to the Illinois EPA and the Regional Conservation Partnership Program (RCPP). It was determined that the most effective planning strategy is to develop a series of more action oriented subwatershed plans on a rotational basis rather than an overarching document for the watershed as a whole: - The Illinois EPA planning priorities have changed. The Agency prefers to fund efforts focused on a smaller geographic area where planning can be more detailed and lead to action. - A Phase I task was to prepare and submit an Illinois EPA Section 319 grant application. This included implementation projects in the Bluffs subwatershed and qualify the City for a larger pot of the

Original / Proposed Phase II Task	Revised Phase II Tasks	Rational for Change / Addition / Deletion
		annual 319 budget. Typically, the Illinois EPA does not fund 319 grants without an approved plan, however, an agreement was facilitated with the Illinois EPA to allow implementation if a watershed plan is finalized for the Bluffs prior to the City receiving a possible grant award in 2021. ○ Illinois EPA Section 319 funds have been requested for additional subwatershed planning and to update the current Friends Creek plan to make it “actionable.” This will become part of Phase III. ○ The grant timeline: Notice of Award, May 2021 – Notice to Proceed early Fall 2021. ○ Subwatershed level nine-element planning throughout the watershed will now guide management and the RCPP program if awarded. Detailed and site-specific planning is needed and more effective when focusing on smaller geographic areas. ○ Delivery of sediment and nitrate are higher in portions of the watershed within close proximity to the lake and therefore implementation efforts will focus on the Bluffs first and then move upstream.
N/A	Task 2.2. Lake Development Ordinances	• A new high priority task was requested by the City and therefore was added to the Phase II scope of work.
Task 2.2. Watershed Coordination	Task 2.3. United States Department of Agriculture	• The RCPP has evolved into a large program requiring continued support. If awarded, it will provide 5-years of federal funding for watershed

Original / Proposed Phase II Task	Revised Phase II Tasks	Rational for Change / Addition / Deletion
	(USDA) RCPP Planning and Negotiations	improvements and help to leverage a series of additional opportunities. This is of great benefit to the City and will help to advance the watershed program and leverage money the City is already spending or planning to spend. • Northwater anticipates an RCPP application and program value of approximately \$20M (\$10M federal award, \$10M partner contributions and match). It is anticipated that over 20 public and private entities will be involved in funding and execution of it. ○ The progression of the RCPP has provided more clarity on the extent of watershed coordination needed. ○ The most immediate need is to ensure the RCPP application is submitted on time and in such a fashion to maximize its chances at being funded. ○ Laying the groundwork now will ensure early execution of the RCPP on-the-ground (project locations, partner relationships, responsibilities etc.) ○ Scope of work details and negotiations are required once awards are announced. The initial application is typically general in terms of scope. • Following a capacity audit and review of the current arrangement with the Macon County SWCD, effort is needed to make sure the SWCD is properly structured and positioned to deliver on RCPP commitments. Project

Original / Proposed Phase II Task	Revised Phase II Tasks	Rational for Change / Addition / Deletion
		management and oversight will be necessary to ensure meaningful SWCD involvement in the RCPP and other initiatives. - Northwater is currently working with the City to determine the match value of all City activities related to the lake and watershed, this includes staff time, expenditures related to lake management, Northwater contracts, payments to Macon County SWCD etc. We do not anticipate the RCPP program to cost the City significantly more than what is already allocated and being spent on lake and watershed efforts. The RCPP allows us to leverage those expenditures and investments to access more funding for the watershed. - Grant Timeline: Notice of Selection, Spring 2021; Negotiations, Spring – Summer 2021; Notice to Proceed, Fall 2021.
N/A	Task 2.4. Advancement of Special Projects and Initiatives	- Phase I identified special projects and initiatives that warrant special attention and advancement due to the potentially significant water quality benefits and RCPP leveraging opportunities. - These are outlined in greater detail in the scope of services. - This Task was added to take advantage of some incredibly unique opportunities that have arisen while assembling the RCPP. It is critical to keep the momentum going and follow through as the benefits to the lake and watershed can be significant.

Original / Proposed Phase II Task	Revised Phase II Tasks	Rational for Change / Addition / Deletion
Task 2.1. Monitoring Program	Task 2.5. Monitoring Program	• No fundamental changes to monitoring in general, however, Phase I has informed the scope, methods and partners for monitoring. Setup of an automatic monitoring station has been moved from Phase I into Phase II to take advantage of possible match benefits of the RCPP program. • Lake bathymetry and sediment accumulation monitoring plan will be completed in Phase II after review of GRDD and Chastain bathymetry data. The first round of lake bathymetry surveying / sediment accumulation monitoring is proposed for the beginning of Phase III.
N/A	Task 2.6. General Consulting	• Task 2.6 has been added to account for general consulting for out-of-scope services that may be necessary ○ The Phase I trajectory has brought to light that this watershed effort is constantly evolving for the better. As more partners engage and the program develops, new opportunities arise. This task has been added to account for out-of-scope items that originate in Phase II.

Public Works

DATE: 9/28/2020

MEMO: 2020-127

TO: Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager

SUBJECT: Resolution Authorizing Proposal with Illinois State Water Survey for Hydrologic, Sediment and Nutrient Monitoring Upper Sangamon River Watershed.

ATTACHMENTS:

Description	Type
Resolution IL State Water Survey Watershed Monitoring Proposal	Resolution Letter
U of IL Letter of Intent	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING PROPOSAL WITH
ILLINOIS STATE WATER SURVEY
FOR HYDROLOGIC, SEDIMENT AND NUTRIENT MONITORING
UPPER SANGAMON RIVER WATERSHED**

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

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

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Proposal between the City of Decatur, Illinois and the Illinois State Water Survey for a cost not to exceed \$30,905.00.

PRESENTED AND ADOPTED this 5th day of October 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

PROPOSAL

Hydrologic, Sediment and Nutrient Monitoring Upper Sangamon River Watershed

by

Erin Bauer

Illinois State Water Survey
Prairie Research Institute
Champaign, Illinois

Submitted to

City of Decatur, Illinois

August 2020

Hydrologic, Sediment and Nutrient Monitoring Upper Sangamon River Watershed

by
Illinois State Water Survey
Champaign, Illinois

Introduction

Lake Decatur is the water supply reservoir for the City of Decatur and major industry in the area. The reservoir was created by constructing a dam to impound the flow of the Sangamon River. The drainage area of the Sangamon River upstream of Decatur is 925 square miles and includes portions of seven counties in east-central Illinois. Nitrate-N concentrations in Lake Decatur have exceeded the Illinois Environmental Protection Agency (IEPA) drinking water standard of 10 milligrams per liter (mg/l) whereby the City of Decatur installed a major ion exchange plant to remove nitrate from the potable water distribution. Also, due to the loss of one-third storage capacity of the original volume of the lake from sedimentation, the city made a major dredging investment to return much of the capacity.

To protect and maintain the programs responsible for the reduced impact of nitrate-N and sedimentation from the upstream watershed, the City of Decatur is moving forward with activities to develop a comprehensive watershed management plan. The purpose of this proposal is to collect data from three locations within the Upper Sangamon River, upstream of Lake Decatur for stream stage, suspended sediment, nitrate-N and total phosphorus to determine current levels in context of previous monitoring data conducted by the Illinois State Water Survey (ISWS) between 1993 and 2008 (Demissie and Keefer, 1995; Keefer and Demissie, 1996; Keefer et al., 1997; Keefer and Demissie, 1999, 2000, 2002; Keefer and Bauer, 2005, 2008; Keefer, Bauer and Markus, 2010). This data is for use by city planners and resource managers to develop lake and watershed management plans.

Proposed site locations, drainage areas, and sampling plan are presented in Table 1. A map of the Lake Decatur watershed and site locations and subwatersheds are in Figure 1.

Table 1. Proposed Locations of ISWS monitoring stations for City of Decatur in the Sangamon River Watershed.

Station ID	Name	Drainage	Data monitored			
		area	Stage*	Discharge	Nutrient*	Sediment*
101	Lost Creek at West Twin Bridge Rd.	66.4 mi ² (172 km ²)	X	X	X	X
102	Friends Creek at IL Route 48	26.0 mi ² (67.4 km ²)	X	X	X	X
113	Sangamon River at Route 32	627.2 mi ² (1624.4 km ²)	X		X	X

*Bi-weekly sampling

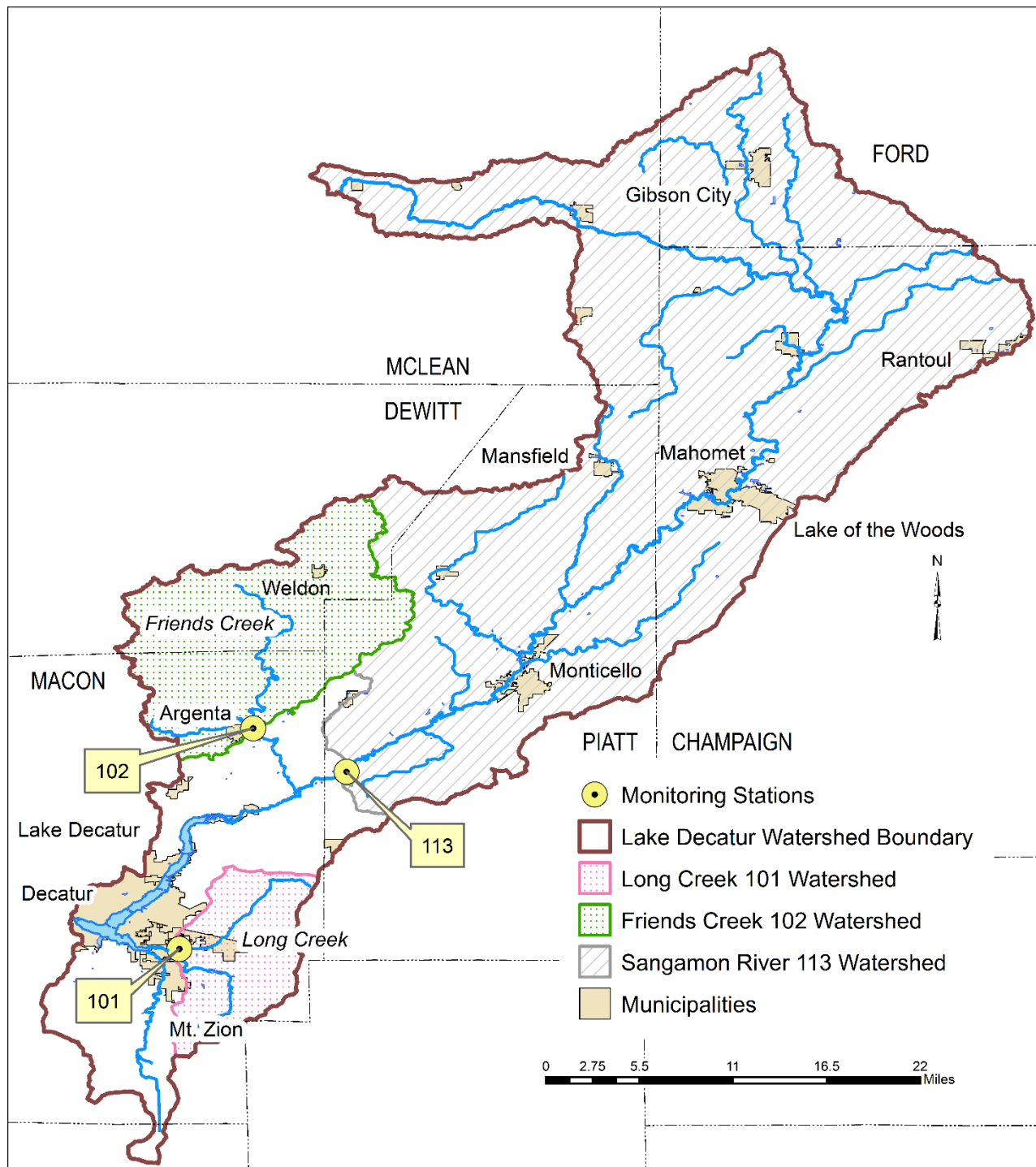


Figure 1. Map of monitoring stations

Objectives

The overall objective of this proposal is to provide hydrologic, suspended sediment, and nutrient monitoring at three sites in the Upper Sangamon River watershed. This monitoring data will provide data that will be used by the city of Decatur to develop a watershed management plan to protect the drinking water supply to the city and local communities and industry.

Project Tasks

To accomplish the project objectives, the following tasks will be undertaken.

Task 1. Collect hydrologic, stage/discharge, data at monitoring stations.

At all three stations, bi-weekly, a manual stage reading will be collected, as well as other site condition observations. Stream discharge rating curves that were developed by ISWS prior to 2008 for the Friends Creek bridge at Rt 48 (ISWS #102) and Long Creek at Twin Bridge Rd. (ISWS #101) will be verified and updated with several manual discharge measurements made over a wide range of stages.

Task 2. Collect suspended sediment and nutrient samples at monitoring stations.

Bi-weekly suspended sediment, nitrate-N and total phosphorus samples will be collected by a field technician. Suspended sediment will be collected using a depth integrated method when conditions allow. Samples will be delivered and analyzed at the ISWS Public Service Laboratory in Champaign, Illinois.

Task 3. Collect turbidity, pH, and temperature at monitoring stations.

At all three stations, during each visit, in-situ turbidity, electrical conductivity and temperature data will be collected using equipment supplied by the City of Decatur. The City of Decatur will also supply all necessary calibration consumables.

Deliverables

The deliverables for this project are the data described in the above tasks. Hydrologic, suspended sediment, and nutrient data collected at each of the monitoring stations will be processed, computed, and compiled. Data will be maintained in a database at the ISWS and provided quarterly to the city of Decatur, IL and their designated consultant, Northwater Consulting.

Bibliography

- Keefer L. L., E. Bauer and M. Markus. 2010. *Hydrologic and Nutrient Monitoring of the Lake Decatur Watershed: Final Report 1993-2008*. Illinois State Water Survey Contract Report 2010-07. <http://hdl.handle.net/2142/18675>
- Getahun, E., L.L. Keefer, D.W. Crowder, M. Demissie, S. Chandrasekaran, R.L. Allgire. 2019. *Benchmark Sediment Monitoring Program for Illinois Streams: Analysis of 36 Years of Sediment Data (Water Years 1981-2016)*. ISWS Report of Investigations 124, Illinois State Water Survey, Champaign, IL. <http://hdl.handle.net/2142/106035>
- Keefer L. L. and E. Bauer. 2011. *Upper Sangamon River Watershed Monitoring Data for the USEPA Targeted Watershed Study: 2005-2008*. Illinois State Water Survey Contract Report 2011-03. <http://hdl.handle.net/2142/39554>
- Keefer L. L., E. Bauer and M. Markus. 2010. *Hydrologic and Nutrient Monitoring of the Lake Decatur Watershed: Final Report 1993-2008*. Illinois State Water Survey Contract Report 2010-07. <http://hdl.handle.net/2142/18675>
- Keefer L. L. and E. Bauer. 2008. *Watershed Monitoring for the Lake Decatur Watershed, 2003-2006*. Illinois State Water Survey Contract Report 2008-04. <http://hdl.handle.net/2142/8870>
- Keefer, L.L. and E. Bauer. 2005. *Watershed Monitoring for the Lake Decatur Watershed, 2000-2003*. Illinois State Water Survey Contract Report 2005-09. <http://hdl.handle.net/2142/94228>
- Keefer, L. and M. Demissie. 2002. *Watershed Monitoring for the Lake Decatur Watershed, 1999-2000*. Illinois State Water Survey Contract Report 2002-01. <http://hdl.handle.net/2142/94194>
- Keefer, L. and M. Demissie. 2000. *Watershed Monitoring for the Lake Decatur Watershed, 1998-1999*. Illinois State Water Survey Contract Report 2000-06. <http://hdl.handle.net/2142/94327>
- Keefer, L. and M. Demissie. 1999. *Watershed Monitoring for the Lake Decatur Watershed, 1997-1998*. Illinois State Water Survey Contract Report 637, Champaign, IL. <http://hdl.handle.net/2142/94302>
- Keefer, L., M. Demissie, S. Shaw, S. Howard. 1997. *Watershed Monitoring for the Lake Decatur Watershed, 1996-1997*. Illinois State Water Survey Contract Report 620. <http://hdl.handle.net/2142/94286>
- Demissie, M., L. Keefer, D. Borah, V. Knapp, S. Shaw, K. Nichols, and D. Mayer. 1996. *Watershed Monitoring and Land Use Evaluation for the Lake Decatur Watershed*. Illinois State Water Survey Miscellaneous Publication 169. <http://hdl.handle.net/2142/49889>
- Demissie, M., L. Keefer, A. Akanbi, V. Knapp, S. Shaw, and E. Brown. 1994. *Watershed Monitoring and Land Use Evaluation for the Lake Decatur Watershed*. Illinois State Water Survey Miscellaneous Publication 159. <http://hdl.handle.net/2142/49898>

Budget

Upper Sangamon River Watershed Monitoring: Friends Creek, Long/Big Creek, and Sangamon River
BUDGET: October 1, 2020 – September 1, 2021

DIRECT COSTS	Year 1
Salaries & Wages	\$11,515
Fringe (July '20 - June '21 = 53.39%)	\$5,819
	\$17,334
Travel - Domestic	\$4,200
Materials/Supplies:	\$1,500
Services:	\$5,061
TOTAL DIRECT COSTS:	\$28,095
Facilities/Administrative Cost (10% TDC):	\$2,810
TOTAL PROJECT COSTS:	\$30,905

Budget Justification

Salaries and Wages: Salaries and wages will support the following staff:

Research Project Coordinator – 10% per year as Principal Investigator to oversee and administer the entire project. Also manage, operate and supervise field operations.

Field Technician – 15% performs bi-weekly field data collections.

Hourly staff – Assist with field data collection as needed involving 8 hours per trip, expecting 6 trips throughout the year, for collection of discharge measurements. Scan, file, archive, and enter field data into database.

Fringe Benefits: The appropriate percentages for fringe benefits are used. Current rate is 53.39% for salaried employees and 7.66% for hourly employees.

Travel:

- Mileage rates for field vans used to travel to the data collection stations around the watershed. Travel costs include mileage for one vehicle for field technician and a second vehicle for accompanying staff as needed. University of Illinois COVID-19 safety policy allows only one person per vehicle.

Material and Supplies:

- Field supplies & parts: Expenses related to field supplies such as, but not limited to, waterproof field notebooks, markers, paint & brushes, batteries, cable harnesses, waterproof bottle labels, waterproof paper and pens for field site logs, various parts, fasteners, and cleaning supplies used to repair and maintain the enclosures, shelters, sensors, etc. in good working condition. Supplies associated with the safe filtering and acidifying water samples in the field in preparation for

delivery to analytical labs as specified by analytical methods, but not limited to, acid, baking soda (sodium bicarbonate), filters, pipette tips, Kim wipes, latex/plastic gloves, etc..

- Services:
 - Laboratory analytical services for water samples:
 - ISWS Analytical Services Laboratory provides analytical services for nitrogen and phosphorus species of water samples.
 - ISWS/ISGS Sediment Materials Laboratory provides analytical services for suspended sediment concentration and particle size determination of water samples.
 - Equipment installation, repair, and maintenance costs are associated with shipping, bench charges, parts, and labor of project field equipment/sensors.

Facilities and Administrative Costs:

- Current rate for local government is 10%.

This Proposal is made between the City and the Illinois State Water Survey entered into on the last date written below. In witness, the parties have executed this Proposal.

DATED this _____ day of _____, 2020

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

ILLINOIS STATE WATER SURVEY

By: _____

SPONSORED PROGRAMS ADMINISTRATION

1901 S. First St., Suite A, MC-685
Champaign, IL 61820-7406

Letter of Intent to Establish a Subagreement

The Board of Trustees of the University of Illinois ("Illinois") endorses this proposal for Erin Bauer entitled "Hydrologic, Sediment and Nutrient Monitoring Upper Sangamon River Watershed" in collaboration with Northwater and submitted to City of Decatur (IL). The period of performance for this project is 10/01/2020 through 09/30/2021, and the total requested amount is \$30,905. The internal proposal transmittal number is 11372.

This proposal has been reviewed and approved by the appropriate official of the University of Illinois and certified to its accuracy and completeness. The appropriate programmatic and administrative personnel of each institution involved in this grant application are aware of the awarding agency's policies, agree to accept the obligation to comply with award terms, conditions and certifications, and are prepared to establish the necessary inter-institutional agreement consistent with that policy.

Human Subjects:	No	Assurance #: 00008584
Vertebrate Animals:	No	Assurance #: A3118-01

Illinois is registered in the System for Award Management (SAM), and offers the following information and assurances:

Legal Name:	Board of Trustees of the University of Illinois
DUNS Number:	04-154-4081
EIN:	37-6000511
Place of Performance:	Henry Administration Building 506 S Wright Street Urbana, IL 61801-3620
Congressional District:	IL-013

Additional institutional information, including institutional rates and assurances, are available in the [FDP Expanded Clearinghouse](#).

If awarded or if there are questions of a non-technical nature, please notify:

Robin Beach, Director, Pre-Award
spa@illinois.edu
Sponsored Programs Administration
1901 S First Street, Suite A
Champaign, IL 61820-7406

Illinois reserves the right to negotiate the terms, conditions and provisions included in any agreement prior to acceptance.

Sincerely,

Katie Bateman, Proposal Coordinator o/b/o Susan Martinis, Vice Chancellor for Research and Innovation	Digitally signed by Katie Bateman, Proposal Coordinator o/b/o Susan Martinis, Vice Chancellor for Research and Innovation Date: 2020.09.03 10:33:38 -05'00'
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Public Works

DATE: 9/28/2020

MEMO: 2020-140

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing an Agreement with Jimmie Soules Bird Repellent Company for Downtown Bird Control.

SUMMARY RECOMMENDATION:

It is recommended by City staff that the City Council approve the attached resolution authorizing the Mayor to execute an agreement between the City and Jimmie Soules Bird Repellent Company for the control of birds in downtown Decatur for a period of three years beginning October 1, 2020 through September 30, 2023 for an amount not to exceed \$75,000.00 (\$25,000 per year).

BACKGROUND:

The City's current three-year agreement with the Jimmie Soules Bird Repellent Company, approved by the City Council on September 18, 2017, expires on September 30, 2020. This agreement is for the control of birds in the City's downtown area. The downtown area is described in the agreement as being the area bounded by Cerro Gordo on the north, Martin Luther King on the east, Wood Street on the south and Church Street on the west. The purpose of controlling the birds is to minimize the health-related problems, cleanup costs and nuisances that can be associated with high numbers of birds flocking or roosting in the area.

City Staff has met with Mr. James Soules to discuss a new agreement for these services. Soules' bird repellent process is proprietary and has proven extremely effective in keeping birds from infesting high use areas downtown over the years. Birds are not harmed by his procedures.

A new three-year agreement (copy attached) has been prepared by staff and Mr. Soules for Council review and approval. The new Agreement will begin October 1, 2020 and extend through September 30, 2023.

Payment is made annually for the year beginning October 1 and ending on September 30 of the following year. The fee for each year of the 3-year contract is \$25,000 for a total 3 year

contract fee of \$75,000.

This agreement is administered by the City's Public Works Department.

PRIOR COUNCIL ACTION:

- September 30, 2002 – City Council approved Resolution R2002-188, authorizing Agreement with Soules Bird Repellent Company of Decatur, Illinois, for Bird Control Services in the Central Business District for a period ending September 30, 2005.
- September 6, 2005 – City Council approved Resolution R2005-120, authorizing Agreement with Soules Bird Repellent Company of Decatur, Illinois, for Bird Control Services in the Central Business District for a period ending September 30, 2008.
- October 20, 2008 – City Council approved Resolution R2008-177, authorizing Agreement with Soules Bird Repellent Company of Decatur, Illinois, for Bird Control Services in the Central Business District for a period ending September 30, 2011.
- September 6, 2011 – City Council approved Resolution R2011-145 authorizing Agreement with Soules Bird Repellent Company of Decatur, Illinois, for Bird Control Services in the Central Business District for a period ending September 30, 2014.
- September 29, 2014 – City Council approved Resolution R2014-119 authorizing Agreement with Soules Bird Repellent Company of Decatur, Illinois, for Bird Control Services in the Central Business District for a period ending September 30, 2017.
- September 18, 2017 – City Council approved Resolution R2017-114 authorizing Agreement with Soules Bird Repellent Company of Decatur, Illinois, for Bird Control Services in the Central Business District for a period ending September 30, 2020.

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

INPUT FROM OTHER SOURCES:

None

LEGAL REVIEW: The contract was approved by the Legal Department on September 28, 2020.

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

BUDGET/TIME IMPLICATIONS:

The funds for the first year of the new agreement are budgeted in the City’s General Fund. Funds for the remaining two years of the agreement will be budgeted during the City’s annual budgeting process.

ATTACHMENTS:

Description	Type
Resolution Authorizing an Agreement with Jimmie Soules Bird Repellent Company for Downtown Bird Control	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
JIMMIE SOULES BIRD REPELLENT COMPANY FOR
DOWNTOWN BIRD CONTROL**

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

Section 1. That the Agreement authorizing services for downtown bird control, presented to the City Council herewith as Exhibit A and made part a hereof, between the City of Decatur and Jimmie Soules Bird Repellent Company, be, and the same is hereby, received, placed on filed and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois, and Jimmie Soules Bird Repellent Company for the time period beginning October 1, 2020 through September 30, 2023 for an amount not to exceed \$75,000.00.

PRESENTED and ADOPTED this 5th day of October 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Jimmie Soules Bird Repellent Company

53 Benton Drive , Decatur, Illinois 62526

Phone 217-454-8437

AGREEMENT

AGREEMENT made by and between the City of Decatur, Illinois, a municipal corporation ("City) and Jimmie Soules Bird Repellent Company ("Soules).

For and in consideration of the premises set out herein, the City and Soules agree as Follows:

1.Soules shall provide bird repellent services to all properties owned by the City located within the boundaries set out in paragraph 2 hereof. Said services shall be those determined to be necessary in the sole discretion of Soules to eliminate the noisome and unsanitary accumulation of birds on City property; provided that , such services are in strict compliance with applicable Federal, State, and City statutes, ordinances, rules, and regulations, including but not limited to environmental and conservations laws, and further provide that such services do not constitute a nuisance to abutting property owners or the public.

2. The area within which Soules shall provide bird repellent services, as discussed above, is the area bounded by Cerro Gordo Street on the north, Martin Luther King on the east, Wood Street on the south, and Church Street on the west.

3. The bird repellent services to be provided by Soules, as required hereby, shall begin no later than October 1, 2020 and shall continue through September 30, 2023.

4. The City shall pay Soules for the services described herein at the following rates, and according to the following schedule, except as provided in Paragraph 5 hereof:

October 1, 2020 - \$25,000, for the period October 1, 2020 – September 30, 2021

October 1, 2021 - \$25,000, for the period October 1, 2021 – September 30, 2022

October 1, 2022 - \$25,000, for the period October 1, 2022 – September 30, 2023

5. The City shall have the right to terminate this Agreement after the first year of service and any time during the term there after, provided that Soules shall be paid pro rata for all sums due and accrued to said date. If full payment for a period has been made and the Agreement is subsequently terminated prior to the completion of that period, as provided herein Soules shall rebate pro rata to the City the unearned payment received.

Dated this _____ day of _____, 2020

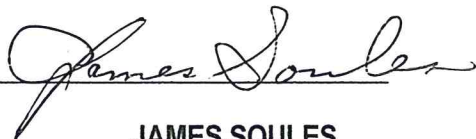
CITY OF DECATUR, ILLINOIS

JIMMIE SOULES BIRD REPELENT CO.

A Municipal Corporation,

By _____

MAYOR

By  _____

JAMES SOULES

ATTEST:

By _____

CITY CLERK

Jimmie Soules Bird Repellent Company

53 Benton Dr. Decatur, Il. 62526 217-454-8437

October 1, 2020

City of Decatur

Decatur, Illinois

Bird Repellent Services

October 1, 2020 thru September 30, 2021

Total due \$25,000

Thank You

Community Development

DATE: 10/5/2020

MEMO: No. 20-39

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Community Development
Richelle D. Irons, Neighborhood Services Manager

SUBJECT:

Adoption and authorization of expenditures for amended FY19-20 Annual Action Plan CDBG-CV funds.

SUMMARY RECOMMENDATION:

Staff recommends adoption of the amended FY19-20 Annual Action Plan. The amendment includes the addition of \$834,287 in Community Development Block Grant Program-CV (CDBG-CV) that the U. S. Department of Housing and Urban Development (HUD) reviewed and approved the City’s amended Annual Action Plan for FY 19-20.

BACKGROUND:

In accordance with the guidelines set forth by the U. S. Department of Housing and Urban Development (HUD), the Neighborhood Services Division develops an Annual Action Plan. The Annual Action Plan describes funding allocations for Fiscal Year 2019-20 along with strategic implementation of the priorities identified in the City’s Five Year Consolidated Plan, FY 2015-2019. The City Council reviewed and approved the CDBG and HOME funds during the adoption of the City’s FY19 budget.

The Coronavirus Aid, Relief and Economic Security (CARES) Act provides funding to enable our community to prevent, prepare for, and respond to coronavirus through providing quality subsidized housing and expanding economic opportunities for low-and moderate-income persons through HUD programs. Based on community needs, \$511,810 in CV funds will assist residents with rent/mortgage and utility assistance and \$272,477 to assist small business for rent/mortgage assistance. Fifty thousand (\$50,000) will be used for administration of the CV grant.

The HUD approval gives the city some flexibility to alter the two-thirds/one-third split of funds between rent and utility assistance and small business assistance, based on actual need

and demand moving forward. However, the city was recently notified that the Federal Government has awarded the city an additional \$458,607 CARES eligible expenses such as those covered by this grant agreement. Unfortunately, the city will have to prepare a separate Action Plan for this additional allotment before it can be used--but the plan can include more funding for rent and utility assistance if desired by the council.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES:

Comments and information were secured through public meetings and input from a variety of community organizations.

STAFF REFERENCE: Should the City Council have any questions, they may contact Richelle D. Irons, Neighborhood Services Manager, at 424-2864 or e-mail riron@decaturil.gov.

BUDGET/TIME IMPLICATIONS:

None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material
Special Grant Conditions	Backup Material

**RESOLUTION AUTHORIZING
COMMUNITY DEVELOPMENT BLOCK GRANT-CV (CDBG-CV) FUND
EXPENDITURES AND AMENDMENT OF THE
FY 2019-20 ANNUAL ACTION PLAN**

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

Section 1. That the allocation of the Community Development Block Grant- CV (CDBG-CV) fund as outlined in the FY2019/2020 amended Annual Action Plan be, and the same are, hereby approved, adopted and placed on file.

Section 2. That the City Manager, Director of Community Development and/or Neighborhood Services Manager, and the City Clerk be, and they are hereby recognized and directed to sign, seal and attest said Agreements, Environmental Reviews, and expenditures related to funds received from the U. S. Department of Housing and Urban Development on behalf of the City of Decatur.

PRESENTED AND ADOPTED this October 5, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development

Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Decatur	3a. Grantee's 9-digit Tax ID Number 376001308	3b. Grantee's 9-digit DUNS Number 075613000
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1 Civic Center Plaza Decatur, IL 62522-0000	4. Date use of funds may begin 09/21/2020	
	5a. Project/Grant No. 1 B-20-MW-17-0008	6a. Amount Approved \$834,287
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Donald Kathan		Grantee Name (Contractual Organization) Decatur (City Of Decatur)	
Title CPD Director		Title	
Signature X	Date (mm/dd/yyyy) 09/21/2020	Signature X	Date (mm/dd/yyyy)
7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission 08/07/2020	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified 09/21/2020	
		9c. Date of Start of Program Year (05/01/2020)	
	11. Amount of Community Development Block Grant		
a. Funds Reserved for this Grantee		FY (2020) \$834,287	
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency City Of Decatur 1 Civic Center Plaza Decatur, IL 62522-0000
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature X

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		

Additional CDBG-CV Requirements

In addition to the terms and conditions in the Funding Approval/Agreement, the following requirements apply to Grantees receiving CDBG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136).

- 1) The Grantee agrees to comply with the requirements in the CARES Act that apply to CDBG-CV grants and must use the CDBG-CV grant funds to prevent, prepare for and respond to coronavirus.
- 2) The grantee agrees to comply with the requirements of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as now in effect and as may be amended from time to time, and as modified by the rules, waivers and alternative requirements published by HUD from time to time. Rules, waivers and alternative requirements of Federal Register notices applicable to CDBG-CV grants are hereby incorporated into and made a part of the grant agreement.
- 3) The Grantee may use CDBG-CV funds as reimbursement for previously incurred costs, provided that those costs are allowable and consistent with the CARES Act's purpose to prevent, prepare for and respond to coronavirus.
- 4) The grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442).
- 5) The period of performance for the funding assistance specified in the Funding Approval/Agreement ("Funding Assistance") shall be six years. It shall begin on the date specified in item 4 in the Funding Approval/Agreement and shall end six years later, on the month and day specified in item 4. The Grantee shall not incur any obligations to be paid with the Funding Assistance after this period of performance.
- 6) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Funding Approval/Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Funding Approval/Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering		Direct
<u>Department/Agency</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- 7) In addition to the conditions contained in the Funding Approval/Agreement (form HUD 7082), the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- 8) The grantee shall ensure that no CDBG-CV funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- 9) The Grantee or unit of general local government that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- 10) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- 11) CDBG-CV funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source – This condition is included as requirement on the use of fiscal year 2020 CDBG funds by the Community Development Fund heading, Department of Housing and Urban Development Appropriations Act, 2020, Public Law 116-94, and is made applicable to this grant by the CARES Act).

Community Development

DATE: 10/5/2020

MEMO: No. 20-41

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director of Community Development
Richelle D. Irons, Neighborhood Services Manager

SUBJECT: Sub recipient Agreement with Dove, Inc. for CDBG-CV funds

SUMMARY RECOMMENDATION: Staff recommends entering into a two year subrecipient agreement with Dove, Inc., to expedite the City of Decatur's COVID Relief program to Decatur residents in the amount of \$511,810.

BACKGROUND:

The Coronavirus Aid, Relief and Economic Security (CARES) Act provides funding to enable our community to prevent, prepare for, and respond to coronavirus through providing quality subsidized housing and expanding economic opportunities for low-and moderate-income persons through HUD programs.

The City of Decatur received additional CDBG funding in the amount of \$834,287 to assist residents affected by the recent COVID-19 pandemic. Based on community needs, funds will assist residents with rent/mortgage and utility assistance and assist small businesses with rent/mortgage.

Dove, Inc., has an extensive history of assisting Decatur residents. Dove Financial Services, which is housed at Northeast Community Fund, has an existing system in place to assist with rent, mortgage and utility assistance. They also are linked to the OASIS program, which is used by other local agencies who receive COVID assistance to ensure there is no duplication of services, which is a requirement of the COVID funding. City staff has met with DOVE staff to discuss the details of how this subsidy of relief efforts will be administered to fully comply with the CARES/COVID program rules.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES:

Comments and information were secured through public meetings and input from a variety of community organizations. Utility, rent and mortgage assistance was a documented need.

STAFF REFERENCE: Should the City Council have any questions, they may contact Richelle D. Irons, Neighborhood Services Manager, at 424-2864 or e-mail riron@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING
COMMUNITY DEVELOPMENT BLOCK GRANT-COVID (CDBG-CV)
CITY OF DECATUR COVID RELIEF PROGRAM
SUBRECIPIENT AGREEMENT FY 2020
DOVE, INC.**

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

Section 1. That the Community Development Block Grant (CDBG) Subrecipient Agreement for the FY 2020, between the City of Decatur Illinois, and Dove, Inc. for COVID relief related activities be, and the same is hereby, received, placed on file and approved.

Section 2. That the Director of Community Development and/or Neighborhood Services Manager is hereby, authorized and directed to sign said Agreement on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 5th day of October, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

CITY OF DECATUR
COMMUNITY DEVELOPMENT BLOCK GRANT-CV (CDBG-CV)
SUBRECIPIENT AGREEMENT

This Community Development Block Grant-CV Sub-Recipient Agreement (the "AGREEMENT") is made on this 5th day of October 2020, by and between the **City of Decatur (COD)**, an Illinois Municipal Corporation (hereinafter "CITY") and **Dove, Inc. for the COD COVID Relief Program** (hereinafter "SUBRECIPIENT").

WHEREAS, the Grantee has applied for and received funds from the United States Government the U.S. Department of Housing and Urban Development ("HUD") under Title 24 of the Code of Federal Regulations, Part 570 and 2 CFR Part 200 of Uniform Administrative Requirements, Cost Principles and Audit Requirements and

WHEREAS, the CDBG-CV grant funds will be utilized to prevent, prepare for, and respond to coronavirus;

WHEREAS, the City wishes to engage the Sub-recipient to assist the City in utilizing such funds in accordance with HUD guidelines and Federal regulations;

NOW, THEREFORE, it is agreed between the parties hereto that;

AGREEMENT

- I. **APPENDICES TO AGREEMENT:** All Appendices (A through D) attached to this Agreement are incorporated and made a part of this Agreement as referenced herein. SUBRECIPIENT agrees to abide by and follow all terms and conditions as set forth in said Appendices.
- II. **WORK TO BE PERFORMED BY SUBRECIPIENT:** In exchange for receiving CDBG-CV grant funds from the CITY for the **COD COVID Relief Program** (hereinafter "Program"), the SUBRECIPIENT shall be responsible for administering the Program in a manner satisfactory to the CITY and substantially consistent with any standards and regulations that are specified in this Agreement and adherence to the same is a condition of providing these funds. SUBRECIPIENT commits to the Program goals, including (1) the number of people to be served (2) the number of program participants who are expected to be Decatur residents, and (3) the number of program participants who shall meet HUD's definition of low or moderate-income persons, and outcome measures. SUBRECIPIENT agrees to expend the total amount of CDBG-CV funds covered in this Agreement, solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement and the Program budget in Appendix B.

- III. **GENERAL COMPLIANCE WITH APPLICABLE LAWS:** SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning CDBG) and 2 CFR Part 200 of Uniform Administrative Requirements, Cost Principles and Audit Requirements.

SUBRECIPIENT also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

SUBRECIPIENT additionally agrees to comply with any changes issued to the CITY'S CDBG-CV program by HUD. SUBRECIPIENT understands that changes issued to the CITY'S CDBG-CV program by HUD may materially alter the terms of this Agreement. The CITY will distribute any amendments to the CDBG-CV programs within thirty (30) days and SUBRECIPIENT must acknowledge the receipt.

SUBRECIPIENT acknowledges and affirms that the SUBRECIPIENT has the organizational capacity to adhere to collection and reporting requirements, regarding performance measures, as required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule ("Omni Circular") Subpart D, Sections 200.300-200.303. Such performance measures shall be decided upon by the SUBRECIPIENT and the CITY'S Director of the Community Development Department and /or Neighborhood Services Manager, based on the requirements outlined by HUD for the category of eligible activities that the SUBRECIPIENT'S program engages in. These categories have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities," and the Guide shall be incorporated hereto by reference and will be provided to the SUBRECIPIENT. Organizational capacity shall be demonstrated by various methods, including but not limited to:

- Use of OMB-approved standard information collections when providing financial and performance information;
- Financial data is provided for performance accomplishments of the Grant award;
- Cost information shall be distributed to demonstrate cost effective practices;
- Sub-recipient shall provide the City with the same information required by the Federal awarding agency under sections 200.301 and 200.210; and
- All expenditures shall be accounted for, in compliance with requirements under section 200.302, as is interpreted by the CITY'S Director of the Community Development and/or Neighborhood Services Manager.

SUB-RECIPIENT agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards which the SUBRECIPIENT uses during its normal course of business; whichever of the two guidelines is more restrictive. If the procurement methods that the SUB-RECIPIENT

uses during its normal course of business is more restrictive, those guidelines shall be used, and a copy of those guidelines shall be provided to SUB-RECIPIENT and shall be incorporated into this contract by reference. If the procurement guidelines set forth in Section 200.320 of the Omni Circular are more restrictive, then the program procurement method shall be limited to either (1) procurement by small purchase procedures, (2) procurement by sealed bids, (3) procurement by competitive proposals, or (4) procurement by noncompetitive proposals, as directed by and outlined in Section 200.320. The SUBRECIPIENT affirms that, per Federal regulations, SUBRECIPIENT has a Data Universal Number System (DUNS) number, assigned by Dun and Bradstreet, Inc., and will provide proof of this DUNS number to the CITY, prior to the approval of project funding. A cage code should also be obtained. This is provided at SAMs.gov.

- IV. **LENGTH OF AGREEMENT:** The term of this Agreement shall begin no sooner than **October 5th, 2020 and end on September 30th, 2022.** A ***Notice to Proceed*** will be provided to the sub-recipient identifying the approved start date. Payment of CDBG-CV funds by the CITY to the SUB-RECIPIENT shall occur for the approved eligible services and/or activities performed by the SUB-RECIPIENT during the term of this Agreement as long as the SUB-RECIPIENT is still performing in accordance with the terms of the Agreement.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUB-RECIPIENT has control over CDBG-CV funds, including any program income.

- V. **AMOUNT OF APPROPRIATION:** The appropriation of CDBG-CV funds for the Program shall be for an amount not to exceed **Five hundred eleven thousand eight hundred and ten dollars (\$511,810).** The SUB-RECIPIENT understands that the amount of this appropriation may be adjusted during the program year due to funding alterations made by the United States Congress, HUD, and/or the CITY. Any new local appropriations shall occur upon approval of the Decatur City Council. SUB-RECIPIENT understands that the awarding of the grant under this Agreement in no way implies the continued financial support of the program or services of the SUBRECIPIENT by the CITY beyond the specific period of this Agreement.

- VI. **INELIGIBLE PROGRAM COSTS:** The SUB-RECIPIENT agrees that certain direct program costs are ineligible for CDBG-CV funds. Recording requirements prescribed by Congress, HUD, or the CITY may require these costs to be listed within the budget, but these costs will not be paid for using CDBG-CV funds. Ineligible direct program costs can be found in Appendix C, which is incorporated into this contract. The Sub-recipient agrees to qualify each applicant as acceptable under the FR-6218-N-01 Notice. There shall not be a duplication of funding to any applicant.

VII. **PAYMENT OF CDBG-CV FUNDS TO SUBRECIPIENT:** The CITY agrees to fund the Program in the total amount not to exceed **Five hundred eleven thousand eight hundred and ten dollars (\$511,810)**. Such funds shall be paid to the SUB-RECIPIENT according to the schedule in Appendix B. The CITY and the Sub-recipient CANNOT disperse any grant funds until the Environmental Review is complete, and this Agreement has been executed by both parties (24 CFR Sect. 570.503 (a)). The Environmental Review shall be completed by the City and shall be executed in a timely manner.

- The SUB-RECIPIENT understands that this Agreement is for a CDBG-CV Relief and the payments shall be made per the schedule in Appendix C.
- The SUB-RECIPIENT understands that disbursement will be contingent upon the SUB-RECIPIENT ensuring compliance with any applicable federal, state, and CITY requirements.
- No disbursement will be made by the CITY unless all required reports (including beneficiary, performance, financial, and narrative reports, and source documents for CDBG-CV funded expenditures) have been submitted and approved by the CITY staff. Payment may be withheld pending receipt and approval of all required documentation.

VIII. **SUSPENSION OR TERMINATION:**

- **Suspension or Termination for Cause by CITY:** The SUB-RECIPIENT understands and agrees that if SUB-RECIPIENT materially fails to comply with any or all provisions of this Agreement, the City may in its sole discretion suspend or terminate this Agreement.
 1. Material non-compliance includes, but is not limited to, the following:
 - a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
 - b. Failure, for any reason, of the SUB-RECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission of reports by the SUB-RECIPIENT to the CITY which are late, or incorrect or incomplete in any material respect.
 2. As a result of material non-compliance, the CITY may take one or more of the following actions:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the SUB-RECIPIENT. More severe enforcement action may be undertaken by the CITY if the deficiency is not corrected;

- b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - c. Wholly or partially suspend or terminate the current award for the SUBRECIPIENT's program;
 - d. Withhold further awards for the program; or Take other remedies that may be legally available including, but not limited to, seeking compensatory and/or liquidated damages for breach of this Agreement, or injunctive or equitable relief in any court of competent jurisdiction.
- Termination for Convenience by CITY or SUB-RECIPIENT: Either the CITY or SUBRECIPIENT may terminate the award of funds under this Agreement in whole or in part if either determines that the foals indicated in the SUB-RECIPIENT's proposal cannot be met. Termination is affected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of termination; (3) the portion to the terminated, in the case of partial termination. In the case of partial termination, if the CITY in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire award.

- IX. **REGULAR MEETING REQUIREMENT:** SUB-RECIPIENT agrees to meet on a regular or as needed basis with the designated staff member of the CITY's Neighborhood Services Division to discuss general and/or specific issues of this Agreement and to review the required reports. Furthermore, SUB-RECIPIENT agrees to cooperate fully in any monitoring program, including on-site monitoring, developed, implemented or conducted by the CITY or by HUD.
- X. **RECORD REQUIREMENTS:** SUB-RECIPIENT shall provide the CITY, HUD, the Inspector General of the United States or any of their duly authorized representatives, access to any books, documents, papers and records of the SUB-RECIPIENT which pertain to the CDBG-CV funded program for monitoring, making audits, examinations, excerpts, transcripts and photocopying.
- XI. SUB-RECIPIENT shall be required to maintain all required records for a minimum of five (5) years after the SUB-RECIPIENT's final audit and program close out by the CITY. SUB-RECIPIENT shall establish and maintain a project file that contains the following sections:
 - 1. General project correspondence and related items.
 - 2. Financial source documentation and associated transactional documentation.
 - 3. Procurement procedures and associated documents.
 - 4. Compliance with applicable State and Federal regulations.
 - 5. Program reports.

6. Documentation of persons benefiting from grant activities, including race/ethnicity and income to substantiate achievement of the CDBG National Objective of benefiting primarily persons of low- and moderate-income.
7. Personnel actions.
8. Acquisition and disposition of property.

II. The records which, at a minimum, must be maintained are as follows:

1. Financial Records: The SUBRECIPIENT shall, at a minimum, maintain the following records for each grant received under separate agreement from the CITY:
 - a. Cash receipts Register: For recording of funds received in connection the grant program.
 - b. Cash Disbursements Register: For recording disbursement of funds from the Agency's CDBG-CV account(s). All disbursements must be supported by appropriate documentation (e.g.: payroll records, invoices, contracts, etc.) demonstrating the nature and use of each payment and showing approval of the program director or other authorized official. In addition, the SUBRECIPIENT agrees to provide the CITY such financial reports and additional source documentation as the CITY may reasonably require and to comply with such reasonable additional financial control procedures as may be required to be retained in files maintained by the SUB-RECIPIENT.
 - c. Payroll records: A basic time and activity tracking system shall be maintained to substantiate the services and staff time charged to the project. This should include time sheets documenting each person's total time and time charged against the grant; time sheets must be signed by both the employee and authorized supervisor of the employee. CDBG-CV grant funds shall not be used to pay planning and program administrative costs allocable to another grant under the CDBG annual formula program.
2. Equipment Records: A record shall be maintained for each item of equipment acquired for the Program. Equipment is defined as tangible personal property (including information technology systems) which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$500.00. The records shall include: (1) a description (including model and serial number) of the property; (2) the date of acquisition; and (3) the acquisition cost (showing the percentage of the total costs paid out of this Grant.) Such equipment records are necessary for HUD recoding requirements. However, SUB-RECIPIENT acknowledges that this recording requirement does not indicate that the CITY will pay for equipment. The CITY does not provide funds for equipment purchases, including information technology systems.
3. Supply Records: A record shall be maintained for supplies purchased for the Program. Supplies include all tangible personal property other than equipment. Records for supplies shall be maintained for supplies which are acquired for the Program, for a cost equal or exceeding \$200.00. The SUB-RECIPIENT shall also provide records showing a cost comparison for supplies purchased. Cost comparison records shall be made in

compliance with HUD regulations, compliance methods shall be approved by the CITY's Neighborhood Services Manager.

4. **Indirect Cost Records:** A record shall be kept of all indirect costs, per HUD requirements. Indirect costs are costs incurred for a common or joint purpose benefitting more than one cost objective and are not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. However, SUB-RECIPIENT acknowledges that indirect costs shall not be covered by funds provided by the CITY.

- XII. **REPORTING REQUIREMENTS:** The SUB-RECIPIENT agrees to provide the CITY's Neighborhood Services Division with regular reports described below per the schedule in Appendix B, and any other reports which may be required by the CITY's CDBG-CV Program for compliance under this Agreement. This includes reporting on performance measures, as outlined in §200.301 of the Omni Circular Such performance measures shall be decided upon by the SUB-RECIPIENT and the City's Neighborhood Services Manager, based on the requirements outlined by HUD for the category of eligible activities that the SUB-RECIPIENT's program engages in. These categories have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities," and the Guide shall be incorporated hereto by reference and will be provided to SUBRECIPIENT.

SUB-RECIPIENT shall use OMB-approved information collection standards, when providing financial and performance information. The SUB-RECIPIENT shall provide financial data, and its relation to performance accomplishments, of the Federal awards.

SUB-RECIPIENT agrees to provide the CITY with documents pertaining to: (1) procedures; (2) copies of all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement; and (3) (if applicable) regularly updated schedule of program activities.

- **REPORTING:** Reports shall be submitted to staff via the Neighborhood Services Division by the SUB-RECIPIENT throughout the term of the Program. **See Appendix B for report due dates.** All reports and required attachments may be viewed by members of the Neighborhood Services Division.
 1. The CITY reserves the right to withhold any of the SUB-RECIPIENT's scheduled payments until such time as the CITY receives the SUB-RECIPIENT's financial progress and performance reports.
 2. Improperly prepared reports will not be accepted. Subsequent Grant payments may be held pending accurate information together with any required source documentation. Upon receipt of improperly prepared or erroneous reports, field audit procedures may be initiated to evaluate the financial management, control and record keeping procedures utilized by

the SUB-RECIPIENT. In addition, The Neighborhood Services Division may be notified, and the CITY may require a meeting with the Executive Board of the SUB-RECIPIENT to correct the situation.

3. SUB-RECIPIENT understands that a pattern of late, improper, or erroneous reporting could be grounds for termination of this Agreement at the CITY's sole discretion.
4. The CITY reserves the right to make appropriate adjustments for any funds previously paid out by the CITY but unexpended by the SUB-RECIPIENT.
5. Reports will be submitted to the Neighborhood Services Division and shall consist of the following:
 - i. Beneficiary Demographic data: Client statistics (i.e., number of people served, number of Decatur residents served, beneficiary race/ethnicity and incomes) for the report period.
 - ii. Program Accomplishments and Narrative: Indicating progress against program goals as outlines in Appendix A, and additional information in narrative format that elucidates program accomplishments and outlines any unanticipated results.
 - iii. Financial Report: Indicating the budgeted expenses and revenues consistent with the appropriation for the grant Program as shown in Appendix A. and the actual revenues and expenditures for the period covered by the report.
 - iv. Supporting documentation: **All Program expenditures charged to the CDBG-CV Grant shall be supported with source documentation.** Documentation may include copies of paid invoices, receipts, and time sheets signed by each employee and supervisor paid with CDBG/CDBG-CV funds. Other documentation may be required by the CITY to document the amount expended in the report period.

XIII. **ANNUAL AUDIT:** The CITY's Neighborhood Services Division requires that all SUBRECIPIENTS prepare and submit to the CITY an audit of the financial records of the SUB-RECIPIENT pertaining to the receipt and use of CDBG-CV funds as required by the Omni Circular. If the SUB-RECIPIENT receives federal funds from sources other than the CITY's CDBG-CV program, a combined single audit is permissible, provided said audit clearly identifies the amount of CITY CDBG-CV funds received, the amount expended and encumbered, and the purposes of the expenditures. The CITY shall have the right to review and modify the scope of said audit. Said audit of CDBG-CV funds shall encompass and be limited to the term of this Agreement. SUB-RECIPIENT is responsible for clearly identifying and accounting for funds received and expended during separate program years; that is, an individual audit must distinguish expenditures and encumbrances made against funds received under separate Grant

Agreements, particularly if the SUB-RECIPIENT and the CITY operate under different fiscal years.

- XIV. **ALTERNATIVE FUNDING REPORTING REQUIREMENT:** SUB-RECIPIENT shall promptly notify the CITY if the SUB-RECIPIENT receives funding (full or partial) that is incremental to the Program budget as shown in Appendix A. from any and all sources for the performance of activities outlined under this Agreement. The SUB-RECIPIENT further understands that the amount granted by the CITY may be reduced by the amount of such alternative funding.
- XV. **REVISION OF BUDGET AND PROGRAM PLANS:** The SUB-RECIPIENT shall obtain written permission from the CITY's Neighborhood Services Manager prior to any change in the approved budget or program plans following Omni Circular §200.308 (c) (increase or decrease) of ten per cent (10%) of the line item's budget or \$1,000.00, whichever is less, to any account under the SUB-RECIPIENT's line item budget which is attached hereto and identified as Appendix A. In order for the CITY to approve such a request, SUB-RECIPIENT's written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and (3) a description of which line items are affected. Changes made without the CITY's prior approval may result in non-reimbursement of expenditures from those affected line items.
- XVI. **NON-DISCRIMINATION:** SUB-RECIPIENT agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income, or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the SUB-RECIPIENT receives financial assistance from or through the CITY.

SUB-RECIPIENT agrees to comply with: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Title VII of the Civil Rights Act of 1968 (P.L. 90-284); Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, as amended, the Age Discrimination Act of 1975, as amended; Executive Order 11246, as amended and Executive Order 11063 as amended.

SUB-RECIPIENT agrees to include a statement of its non-discrimination policy in any printed or electronic information released to the public regarding Program activities.

- XVII. **EQUAL OPPORTUNITY POLICY/AFFIRMATIVE ACTION PLAN/CURRENT POLICY SETTING BODY INFORMATION:** The SUBRECIPIENT shall ensure the following documents have been provided to CITY staff:

- a. A copy of its policy on equal opportunity employment and a copy of its most current Affirmative Action Plan. Such plan shall incorporate the following language, pursuant to 41 CR Part 60-1.4(b):

The SUB-RECIPIENT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the sub-recipient/contractor agrees as follows:

1. The Sub-recipient/Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, sexual orientation gender identity, or nation origin. The sub-recipient/contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisement for employees' place by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understand, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in the conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 2, 1965 and Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 and with Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his

books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and Executive Order 11375, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, with Executive Order 11375, or by rule, regulation, or order to the secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 and Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States enter into such litigations to protect the interests of the United States.
 - The SUB-RECIPIENT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the SUB-RECIPIENT so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - The SUB-RECIPIENT further agrees that it will assist and cooperate actively with the CITY and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the CITY in the discharge of the CITY's primary responsibility for securing compliance.
 - The application further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not

demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive orders and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the CITY may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part of this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. Documentation shall include names, addresses and professional affiliations of the current members of the Board of Directors or policy-setting body.

XVII. **WORKER'S COMPENSATION:** The SUB-RECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

XVIII. **INDEMNITY:** SUBRECIPIENT hereby assumes liability for and agrees to protect, hold harmless, and indemnify the CITY from its assigns, officers, directors, employees, agents, and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses, of whatever kind and nature, imposed on, incurred by or asserted against the CITY, its successors, assigns, officers, directors, employees, agents and servants, in any way relating to or arising out of any of the following or allegations, claims or charges of any of the following:

- a. The use of application for the grant proceeds;
- b. The violation by the SUB-RECIPIENT of any of its covenants or agreements under the Agreement;
- c. Any act or failure to act done in connection with the performance or operation of the Program.
- d. Any act or failure to act of any officer, employee, agent, or servant of the SUBRECIPIENT;
- e. Any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the Program.

The CITY agrees to notify the SUB-RECIPIENT in writing of any claim or liability which the CITY believes to be covered under this paragraph. The CITY shall tender, and SUB-RECIPIENT shall promptly accept tender of, defense in connection with any claim or liability in respect of which indemnification under this paragraph; provided, however, that the counsel retained by SUB-RECIPIENT to defend the CITY shall be satisfactory

to the CITY; and the CITY shall be kept fully informed of the status of the proceeding. In the event that the SUBRECIPIENT, within ten (10) days after receipt of notice from the CITY of a claim or liability which the CITY believes to be covered under this paragraph, fails to advise the CITY in writing that the SUBRECIPIENT agrees that the CITY is entitled to indemnification under this paragraph based on the claim or liability, the CITY, without waiving or prejudicing any claim or right it may have to indemnification, under this paragraph (including the recovery of legal fees and expenses), may retain its own counsel and present its own defense in connection with such claim or liability.

The CITY shall not settle or compromise any claim, suit, action, or proceeding in respect of which the SUB-RECIPIENT has agreed in writing that the CITY is entitled to indemnification under this paragraph shall survive the termination of the Agreement.

- XIX. **INSURANCE AND BONDING:** SUB-RECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any CDBG cash advances. SUB-RECIPIENT shall comply with the bonding and insurance requirements of the Omni Circular 200.310 and 200.325, Insurance and Bonding requirements. Proof of insurance and bonding shall be provided to the City.
- XX. **NON-PARTICIPATION BY CERTAIN PERSONS:** SUB-RECIPIENT agrees to exclude the following persons from participation in any aspect of this agreement:
- a. SUB-RECIPIENT agrees not to allow any member of, or delegate to, the United States Congress any share or part of this Agreement or to allow any benefit to arise from the same.
 - b. SUB-RECIPIENT agrees that no officer, employee, designee, agent, or consultant of the CITY or the SUBRECIPIENT or member of the governing body of the CITY who exercises any functions or responsibilities with respect to the CITY's CDBG-CV program during his/her tenure or for one (1) year thereafter, will have any direct or indirect interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the Project assisted under this Agreement. The SUB-RECIPIENT shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest in conformance with the provisions of and pursuant to the purposes of this section. The provisions of 24 CFR § 570.611, "Conflict of Interest" shall apply to the SUB-RECIPIENT.
 - c. SUBRECIPIENT further agrees to maintain written standards of conduct covering conflicts of interest, as outlined in the Omni Circular § 200.318(c)(1) & (2). These standards of conduct will include language stating that no employee, officer, or agent will participate in the selection, award, or administration of a contract supported by CDBG funds, if that employee, officer or agent has a real or apparent conflict of interest. Conflicts of interest arise if the employee, officer, agent, the immediate family member of such a person, the partner of such a person, or an organization which employs such a person or is about to employ such a person, has any financial or other interest in or may gain a tangible personal benefit from a firm

considered for contract. Such officers, employees, or agents of the SUB-RECIPIENT may not solicit nor accept anything of monetary value from contractors or subcontractors, unless it is an unsolicited gift of nominal value which would in no way influence the recipient to engage in conduct which would amount to a conflict of interests. The written standards shall also include standards of conduct covering organizational conflicts of interest, in which the SUB-RECIPIENT may be unable or appears to be unable to be impartial in conducting procurement actions due to relationships between the SUB-RECIPIENT and relationships with a parent company, affiliate, or subsidiary organization. The written standards provided by the SUB-RECIPIENT will include disciplinary actions to be applied for violations of such standards.

- d. Copeland "Anti-kickback" Act.- Any Contractor paid in full or part with CDBG funds will comply with the Copeland Anti-Kickback Act (18 U.S.C 874) as supplemented in Department of Labor regulations (29 CFR part 3) that states whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. Though CDBG-CV funds shall not be used to pay for the construction, prosecution, completion or repair of buildings the SUBRECIPIENT affirms that by accepting CDBG-CV funds, the SUB-RECIPIENT will comply with the Copeland "Anti-Kickback" Act.

XXI. **PROGRAM INCOME:** Program income shall herein be defined as gross income received by the SUB-RECIPIENT directly derived or generated from the use of CDBG-CV funds. Program income includes, but is not limited to:

- a. Fees for services performed,
- b. Use or rental of real personal property acquired under Federal awards,
- c. The sale of commodities or items fabricated under a Federal award,
- d. License fees and royalties on patents and copyrights,
- e. And principal and interest on loans made with Federal award money.

SUB-RECIPIENT agrees that unless otherwise stated in this section, the SUBRECIPIENT shall follow the program income requirements as outlined in § 200.307 of the Omni Circular.

SUB-RECIPIENT understands and agrees that all program income shall be the property of the CITY, which shall have the exclusive right to determine the use and disposition of said income except for fees for services which are used as part of the operating budget. However, such exempt fees must be small so as not to prevent participation of Low- and Moderate-Income participants. SUB-RECIPIENT will remit all other said income annually and it shall accompany the Final Report.

SUB-RECIPIENT acknowledges that interest earned on advances of Federal funds, rebates, credits and discounts do not count as program income.

All Program income generated by CDBG-CV funded activities is to be returned to the CITY.

XXII. **RETURN OF UNEXPENDED FUNDS:** SUB-RECIPIENT agrees to return to the CITY any and all unexpended and/or encumbered grant funds upon the completion or termination of the Program:

- a. If the work program cannot be completed, or if the SUB-RECIPIENT ceases to function as an operating entity, SUB-RECIPIENT agrees to return to the CITY any and all unexpended and/or encumbered grant funds.
- b. Within thirty (30) days after the closing date of this Agreement, the SUB-RECIPIENT shall submit to the CITY expenditure reports and documentation of all expenses or encumbrances during the period covered by this Agreement. The CITY will then compare these expenditures with the amount of disbursements issues to the SUB-RECIPIENT by the CITY. Disbursement of any final payment, if any, under the Agreement shall not be made until such a comparison has been completed to the CITY's satisfaction.
 - i. If said expenditures and encumbrances are greater than the disbursements made to the SUB-RECIPIENT, the CITY will issue a check to the SUB-RECIPIENT for an amount equal to this difference, up to the amount of the authorized grant set forth in this Agreement.
 - ii. If said expenditures and encumbrances are less than the disbursements, the CITY shall withhold the difference from any final payment to the SUB-RECIPIENT. If after withholding any such difference, the expenditure and encumbrances are still less than the disbursements, the SUB-RECIPIENT shall promptly pay to the CITY a check for the difference of these sums.
 - iii. Funds paid to the SUB-RECIPIENT in excess of the amount to which the SUB-RECIPIENT is finally determines to be entitled constitute a debt to the CITY. If not paid as stipulated in the preceding paragraphs, the CITY may take other action permitted by law.
 - iv. A final adjustment will be made to reconcile with the completed audit or Final Grant Report of CDBG-CV expenditures within thirty (30) days of the submission of audit to the CITY. Subsequent grant payments or awards will be withheld until audit or grant report is completed for the current year. Only the Director of Community Development and/or Neighborhood Services Manager can release funds if audit or grant report is not reconciled.

XXIII. **INDEPENDENT CONTRACTOR:** SUB-RECIPIENT shall be and act as an independent contractor and not as a partner, joint venture, or agent of the CITY and shall not bind nor attempt to bind CITY to any contract. SUB-RECIPIENT is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Worker's Compensations Insurance. SUBRECIPIENT agrees to defend, indemnify and hold the CITY harmless from any and all claims, damages, liability, attorney's fees and expenses on account of: (1) a failure or an alleged failure by SUB-RECIPIENT to satisfy any such obligations or (2) any other action of inaction of SUB-RECIPIENT.

ADDITIONAL REGULATIONS: As a non-governmental entity, SUB-RECIPIENT shall comply with the regulations, policies, guidelines, requirements and standards of the federal notice FR-6218-N-01, federal OMB 2 CFR Chapter I, Chapter II, Part 200, et al, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards; Final Rule" (Omni Circular, as specified in this paragraph):

- Subpart B- "General";
- Subpart C- "Pre-Federal Award Requirements and contents of Federal Awards," except for §200.203 Notices of funding opportunities, 200.204 Federal awarding agency review of merit proposals, 200.205 Federal awarding agency review of risk posed by applicants, and merit of proposals, 200.207 Specific conditions, which are required only for competitive Federal awards,
- Subpart D- "Post Federal Award Requirements Standards for Financial and Program Management." Except for:
 1. Section 200.305 "Payment". The City shall follow the standards of paragraph 85.20(b)(7) and 85.21 in making payments to SUBRECIPIENT;
 2. Section 200.3066, "Cost Sharing and Matching";
 3. Section 200.307, "Program Income." In lieu of paragraph 200.307, SUBRECIPIENT shall follow CDBG program regulations at 570.504 regarding Program Income;
 4. Section 200.308 "Revision of Budget and Program Plans";
 5. Section 200.311 "Real Property." In lieu of 200.311, CDBG SUBRECIPIENT shall follow CDBG program regulations at 570.505, Use of Real Property;
 6. Section 84.34(g) "Equipment." In lieu of the disposition provisions of paragraph 94.34(g), the following applies:
 - i. In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - ii. Equipment not needed by the SUB-RECIPIENT for CDBG/CDBG-CV activities shall be transferred to the CITY for the CDBG program or shall be retained after compensating the recipient;

7. Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring the Reporting Program Performance";
8. Section 84.52, "Financial Reporting";
9. Section 84.53(b), "Retention and Access Requirements for Records", applies with the following exceptions:
 - i. The retention period referenced in paragraph 84.53(b) pertaining to individual CDBG/CDBG-CV activities shall be five years following grant close out; and
 - ii. The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for award;
10. Section 84.61 "Termination". In lieu of the provision 84.61, SUB-RECIPIENT shall comply with 570.503(b)(7) "Suspension and Termination"; and
- Subpart D- "After-the Award Requirements", except for paragraph 84.71, "Closeout Procedures."
- Section III.B.9 (Duplication of Benefits) of FR-6218-N-01
 1. Any person or entity receiving CDBG-CV assistance (sub-recipients and direct beneficiaries) must agree to repay assistance if determined duplicative.
- Section III.B.10 (Citizenship Requirements)
 1. Immigration Reform and Control Act, 8 U.S.C. 1324a et seq. prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment.
 2. This requirement applies to sub-recipients, contractors, subcontractors, etc. See <https://www.uscis.gov/i-9-central/form-i-o-resources/handbook-for-employers-m-274/10-why-employers-must-verify-employment-authorization-and-identity-of-new-employees> and <https://www.uscis.gov/i-9-central/legal-requirements-and-enforcement>.

Additional CDBG-CV Requirements

In addition to the terms and conditions in the Funding Approval/Agreement, the following requirements apply to Grantees and Sub-grantee receiving CDBG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136).

- The Sub-grantee agrees to comply with the requirements in the CARES Act that apply to CDBG-CV grants and must use the CDBG-CV grant funds to prevent, prepare for and respond to coronavirus.

- The sub-grantee agrees to comply with the requirements of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as now in effect and as may be amended from time to time, and as modified by the rules, waivers and alternative requirements published by HUD from time to time. Rules, waivers and alternative requirements of Federal Register notices applicable to CDBG-CV grants are hereby incorporated into and made a part of the grant agreement.
- The Sub-grantee may use CDBG-CV funds as reimbursement for previously incurred costs, provided that those costs are allowable and consistent with the CARES Act's purpose to prevent, prepare for and respond to coronavirus.
- The grantee and sub-grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442).
- The period of performance for the funding assistance specified in the Funding Approval/Agreement ("Funding Assistance") shall be two years. It shall begin on the date specified in item 4 in the Funding Approval/Agreement and shall end within two years later, on the month and day specified in item 4. The Sub-grantee shall not incur any obligations to be paid with the Funding Assistance after the two-year period of performance.
- In addition to the conditions contained in the Funding Approval/Agreement (form HUD 7082), the grantee and sub-grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Sub-award and Executive Compensation Information.
- The sub-grantee shall ensure that no CDBG-CV funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the

removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- The Sub-grantee that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD or the City of Decatur of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- CDBG-CV funds may not be provided to a for-profit entity pursuant to section 105(a) (17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source – This condition is included as requirement on the use of fiscal year 2020 CDBG funds by the Community Development Fund heading, Department of Housing and Urban Development Appropriations Act, 2020, Public Law 116-94, and is made applicable to this grant by the CARES Act).

XXIV. **COMPLIANCE WITH FIRST AMENDMENT CHURCH/STATE PRINCIPLES:** SUBRECIPIENT agrees to comply with the First Amendment Church/State Principles which state that CDBG/CDBG-CV funds may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. The following restrictions and limitations apply to the use of CDBG funds:

- As a rule, CDBG/CDBG-CV funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the CITY that, in connection with the provision of such services:

1. It will not discriminate against any employee or applicant for employment based on religion and will not limit employment or give preference in employment to persons based on religion;
 2. It will not discriminate against any person applying for such public services based on religion and will not limit such services or give preference to persons based on religion;
 3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services or economic development activity.
- Where the public services or economic development activities provided under paragraph A of this section are carried out on property owned by the primarily religious entity, CDBG/CDBG-CV funds may also be used for minor repairs to such property which are directly related to carrying out the public services or economic development activities where the cost constitutes in dollar terms only an incidental portion of the CDBG/CDBG-CV expenditure for the public services or economic development activities.

XXV. **CERTIFICATION:** To the best of its knowledge or belief, the SUB-RECIPIENT certifies that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, agreements) and that all sub awardees shall certify and disclose accordingly; and
- This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered. Submission of this certification

is a prerequisite for making or entering this Agreement pursuant to Section 1352, Title 31, and U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- XXVI. **SEVERABILITY:** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
- XXVII. **SECTION HEADINGS AND SUBHEADINGS:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not constitute a waiver of such right or provision.
- XXVIII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the CITY and the SUB-RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and SUBRECIPIENT with respect to this Agreement.
- XXIX. **NOTICES:** All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5th) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed or emailed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

- If the CITY, to: Richelle D. Irons, Neighborhood Services Manager
Community Development
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523
Phone: 217-424-2864, Email: Rirons@decaturil.gov

- If the SUB-RECIPIENT, to: Ms. Tamara Wilcox
Executive Director
Dove, Inc.
302 S. Union
Decatur, IL 62522
Phone: 217-428-6616, e-mail twilcox@doveinc.org

XXX. **CHANGES TO AGREEMENT:** The City and the SUB-RECIPIENT agree that any and all alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement.

IN WITNESS, WHEREOF, the parties have executed this Agreement in triplicate and the Effective Date is the date that the Notice to Proceed is finalized.

CITY OF DECATUR:

Richelle D. Irons, Neighborhood Services Manager
Community Development Department

Date

DOVE, INC.

Tamara Wilcox, Executive Director

Date

(DUNS Number: 119848653)

(CAGE Code: 51ABO)

Appendix A

SUBRECIPIENT Program Budget

Activity DOVE, Inc.	Other Funding sources	CDBG-CV Funding Requested	Total Cost
ADMINISTRATION 15%			
DFA Director	\$67,200.	\$28,800.00	\$96,000.
DFA Specialist	\$ 42,000.	\$18,000.00	\$60,000.
DFA Specialist PT	\$18,200.	\$9,800.00	\$28,000
Admin. Fringes/benefits	\$35,691.	\$15,601.50	\$51,292.50
Advertising	\$600.00	\$1,000.00	\$1,600.00
Insurance	\$1,800.00		\$1,800.00
Materials	\$400.00		\$400.00
Audit	\$23,800.00	\$3,570.00	\$27,370.00
Admin. Total	\$189,691.00	\$76,771.50	\$266,462.50
Program Implementation			
Mortgage	\$0.00	\$87,007.70	\$87,007.70
Rent	\$3,500.00	\$174,015.40	\$177,515.40
Utility payments	\$74,000.00	\$174,015.40	\$248,015.40
Other Client Assistance	\$9,000.00	0.00	\$9,000.00
Program Implementation Total:	\$86,500.00		
TOTAL Costs			

The Sub-recipient agrees to qualify the renter and the rental unit. Each household may be funded not to exceed \$10,000 and not to exceed six months of assistance for qualified expenses. No household shall not be funded more than once from the COVID Relief Program. The residential unit must be a safe, sanitary unit with all mechanical systems in good operating condition.

Appendix B

City of Decatur FY2020-2022 CDBG/CDBG-CV Program

Schedule for Reporting

Programs that run through the 2020, 2021, and 2022 calendar year will submit program and financial reports on a monthly schedule. This includes grant reports and payments. Reports are due by the 15th of each month for the prior month. Payments are contingent upon completion of the environmental review, execution of the SUB-RECIPIENT AGREEMENT, and receipt of program and financial reports, as well as source documents that substantiate CDBG-funded expenditures. Once receipts and documentation are approved, reimbursements can occur. Some dates, expenses, and receipts may occur during an older period, but approved expenses will only be reimbursed once.

Year 1 - Report Due Date

November 15, 2020

December 15, 2020

January 15, 2021

Period Covered

October 1st –October 31st

November 1st -November 30th

December 1st- December 31st

Quarterly review and Monitoring

February 15, 2021

March 15, 2021

April 15, 2021

May 15, 2021

June 15, 2021

July 15, 2021

August 15, 2021

September 15, 2021

October 15, 2021

January 1st – January 31st

February 1st – February 28th

March 1st – March 31st

April 1st – April 30th

May 1st -May 31st

June 1st -June 30th

July 1st – July 31st

August 1st – August 31st

September 1st -September 30th

***Year 1 report & Monitoring**

Year 2 - Report Due Date

November 15, 2021

December 15, 2021

January 15, 2022

February 15, 2022

March 15, 2022

April 15, 2022

May 15, 2022

June 15, 2022

July 15, 2022

August 15, 2022

September 15, 2022

October 15, 2022

Period Covered

October 1st –October 31st

November 1st -November 30th

December 1st- December 31st

January 1st – January 31st

February 1st – February 28th

March 1st – March 31st

April 1st – April 30th

May 1st -May 31st

June 1st -June 30th

July 1st – July 31st

August 1st – August 31st

September 1st -September 30th

***End of year report and monitoring**

Appendix C
City of Decatur
Community Development Block Grant-Public Services
Program Costs Ineligible for CDBG/CDBG-CV Funds

The City of Decatur uses Community Development Block Grant (CDBG) funds to support programs and services that provide for the needs of low and moderate-income residents as identified in the City's amended 2015-2019 Consolidated Plan/2019 Action Plan. Direct program costs are general eligible for CDBG funds based on the federal Omni Circular. Some costs, though allowable under federal regulations, are ineligible for reimbursement with the City of Decatur CDBG/CDBG-CV funds. Please note some costs may be included in the program budget but will not be paid with CDBG/CDBG-CV. This list is not all inclusive.

Ineligible Costs include:

- Entertainment/party costs;
- Alcohol, beverages, food;
- Fines, penalties, damages, and other settlements;
- Compensation to trustees, board members and their immediate family members;
- Stipends to program participants or clients;
- Staff time and other costs related to applying for CDBG-CV funded activities;
- Advertising and public relations costs (this does not include informational materials such as program flyers used for program outreach/recruitment of eligible participants);
- Fund raising costs;
- Equipment and capital expenditures

Eligible Costs that may be paid with CDBG/CDBG-CV include:

- Costs relating to the federal Single Audit;
- Indirect cost allocations, whether approved by a federal cognizant agency or the 10% de minimus indirect cost allocation.

SUBJECT:
**Resolution Pursuant to Chapter 46 of the City Code of the City of Decatur, Illinois
Pertaining to a Public Health Emergency Caused by the COVID-19 Virus and
Suspending Certain Water Utility Disconnections**

ATTACHMENTS:

Description	Type
Memorandum	Cover Memo
Resolution Pursuant to Chapter 46 of the City Code of the City of Decatur, Illinois Pertaining to a Public Health Emergency Caused by the COVID-19 Virus and Suspending Certain Water Utility Disconnections	Resolution Letter

October 1, 2020

TO: Mayor Julie Moore Wolfe & Members of the City Council

FROM: Scot Wrighton, City Manager

RE: Emergency Action to Reinstate Limited No-Water-Shut-Off Relief

In conjunction with City Council action (included on the October 5 agenda) to expedite CARES grant funding for use in providing rent and utility assistance, and a sub-grant agreement with DOVE for the distribution of these same funds, a companion relief action by the city to suspend water shut-offs for those persons who are determined to be COVID-19 impacted would be appropriate. The proposed action can be implemented under authorization of the city's emergency powers, and provides that, effective immediately, persons who meet the Federal CARES Act requirements for COVID impact would not have their water service terminated until such time as the City Council ends the emergency order.

In accordance with the other actions on the October 5 agenda to use CARES money for rent and utility assistance, the eligibility criteria for No-Water-Shut-Off relief will be the same as the criteria for rent and other utility assistance. This will aid the administration of the relief programs. DOVE/DFA has agreed to make the determination of eligibility for both the city's assistance funding program AND the No-Water-Shut-Off relief.

Although not included in the council action, as a practical matter, if the City Council approves this action, staff will likely suspend all water shut-offs for a period of time sufficient to get this program up and running (two to three weeks), before resuming water shut-offs at properties that do not meet COVID eligibility.

To help make this program more effective (if passed and approved by the City Council), the city will insert information into water billings to inform customers about the criteria for participation in COVID-impact relief, and how to access it (directly through DOVE). The city will also provide CARES funding to DOVE for their costs to administer and market the relief program.

As with the No-Water-Shut-Off relief provided by the city that expired on July 1, this new No-Water-Shut-Off relief will not waive water fees. If water bills are not paid, they will continue to compound and the balances will grow on the customer's account statement—but without penalties and interest charges. So if customers are able to pay their bills they should do so to avoid accumulating a large outstanding balance.

RESOLUTION
PURSUANT TO CHAPTER 46 OF THE CITY CODE
OF THE CITY OF DECATUR, ILLINOIS
PERTAINING TO A PUBLIC HEALTH EMERGENCY
CAUSED BY THE COVID-19 VIRUS
AND SUSPENDING CERTAIN WATER UTILITY DISCONNECTIONS

WHEREAS, a new and significant outbreak of Coronavirus Disease 2019 (“COVID-19”), a novel severe acute respiratory illness that can spread among people through respiratory transmissions, emerged in late 2019; and,

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of COVID-19 to be a public health emergency and declared it a worldwide pandemic on March 11, 2020; and,

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States; and,

WHEREAS, the Governor of the State of Illinois issued a Gubernatorial Disaster Proclamation declaring all counties in the State of Illinois as a disaster area on March 9, 2020; and,

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 virus; and,

WHEREAS, on March 20, 2020, the Governor of the State of Illinois issued Executive Order 2020-10 entitled Executive Order in Response to COVID-19, and has issued many Executive Orders regarding the COVID-19 public health emergency since that date; and,

WHEREAS, Macon County which includes the City of Decatur, Illinois, has significantly increasing numbers of persons testing positive for COVID-19 in recent days; and,

WHEREAS, many persons have suffered financial hardships as a result of the COVID-19 health crisis; and

WHEREAS, it is necessary and appropriate for the City of Decatur, Illinois to take measures to protect the public’s financial health in response to the COVID-19 virus; and,

WHEREAS, the City of Decatur, Illinois is a Home Rule Unit under the 1970 State of Illinois Constitution.

NOW, THEREFORE, it is hereby proclaimed and declared:

SECTION 1. That there is a public health emergency caused by the contagious COVID-19 virus.

SECTION 2. The public health emergency is related to the COVID-19 virus which is causing or anticipated to cause widespread impacts on the financial health of members of the community.

SECTION 3. That in issuing this, City Council is relying upon each and every matter and governmental action recited in the preamble, which is hereby incorporated by reference.

SECTION 4. That termination and disconnection of water service by the City of Decatur for failure to pay for such service shall be suspended for those accounts with payment due dates and/or water shut off dates on or after October 6, 2020 and upon determination of COVID-19 eligibility by the City of Decatur or its designated social service agency.

SECTION 5. That this Ordinance shall be effective until terminated by the City Council.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of October, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

SUBJECT: Resolution Regarding Halloween Trick Or Treat Hours

ATTACHMENTS:

Description	Type
Halloween Memo	Cover Memo
Resolution	Resolution Letter
Halloween Trick-Or-Treat Documents	Backup Material

October 1, 2020

TO: Mayor Julie Moore Wolfe & Members of the City Council

FROM: Scot Wrighton, City Manager 

RE: Halloween

Presented for consideration is a resolution establishing parameters and rules for Halloween. Communities across the nation are struggling to decide whether they should cancel some or all holiday celebrations and festivities, or whether they should allow them to proceed with certain “new normal” restrictions to protect citizens from the spread of COVID while still providing opportunities to get out and enjoy the holidays.

The City Council is at liberty to revise the attached resolution as desired, prior to passage, to achieve the balance between public health and safety, and allowing a modified celebration to continue, that fits the views of the council. For additional guidance, the State of Illinois’ recommended Halloween protocols are attached. The “trunk-or-treat” and similar alternative Halloween activities sponsored by local churches and other groups are not covered by these rules, as these take place on private property; although it is hoped that these groups will also carefully observe the appropriate COVID prevention practices.

If the City Council wishes to cancel traditional Halloween trick-or-treat observances, the appropriate action would be to not pass any resolution, and instead adopt a motion expressing the council’s intent.

RESOLUTION NO. R2020_____

RESOLUTION REGARDING HALLOWEEN TRICK OR TREAT HOURS

WHEREAS, the Council recognizes that the Halloween activity commonly known as trick or treat is one of long standing tradition in the community; and

WHEREAS, the Council recognizes that past experience has shown that there can be risks attendant thereon particularly to children; and,

WHEREAS, the Council acknowledges the need to alter traditional Halloween events to keep citizens safe in the COVID pandemic; and,

WHEREAS, the Council wishes to reduce safety risks generally.

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

Section 1. That the Council does hereby urge those children and those responsible for them and their safety who choose to engage in the trick or treat activity that said activity be confined to the evening of October 31st between the hours of 5:00 p.m. and 8:00 p.m.; and that such be done so as to accord with the suggestions and practices set out in the State of Illinois September 30, 2020 COVID-19 guidelines for Halloween.

PRESENTED AND ADOPTED this 5th day of October, 2020.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

HALLOWEEN
TRICK OR TREAT

- 1) The activity is to be confined to one evening only, Saturday, October 31, 2020, between the hours of 5:00 p.m. and 8:00 p.m.
- 2) Children should be accompanied by responsible adults
- 3) Only separately and individually wrapped treats should be given or accepted. Persons distributing treats will sanitize or wash their hand frequently.
- 4) All treats shall be inspected by a responsible adult prior to consumption, for safety and cleanliness.
- 5) Calls should be made only at residences where porch or other exterior lights have been turned on as a sign of hospitality; but households participating are encouraged to offer treats nearer to the street where possible.
- 6) Costume masks are not a substitute for COVID masks.
- 7) Basic pedestrian safety rules should be obeyed.
- 8) Only house household groups living together will trick-or-treat together. Others must maintain 6-foot social distancing from other groups and one another.



Halloween Guidance

As we enter fall, families are starting to plan for the upcoming holiday season, starting with Halloween. Because some of the traditional ways to celebrate this holiday do not allow for proper social distancing, the Illinois Department of Public Health (IDPH) is providing the following guidance to allow for safe Halloween celebrations. Trick-or-treating events need to incorporate social distancing, masking, and proper handwashing, as well as adherence to [event size limitations](#). For this year, it would be safest to plan special events at home, using social media and other meeting platforms to connect with family and friends. However, for those who choose to celebrate in person IDPH is offering the following guidance. Please reference your local health department, village/city, or county information for guidance or policies specific to your location as well. The Centers for Disease Control and Prevention (CDC) offers additional guidance, available at <https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/holidays.html#halloween>.

As a reminder, if you think you could have COVID-19 or may have been exposed to someone with COVID-19, you should not participate in in-person Halloween festivities and should not give out candy to trick-or-treaters. Individuals at increased risk for severe illness should not attend in-person Halloween gatherings.

Neighborhood trick-or-treating

- 1) As an alternative to door-to-door trick-or-treating, anyone who would like to distribute treats should leave individually wrapped candy or treats on a table, on their front walkways, sidewalks, or any outdoor space that allows for at least 6 feet of social distance from the door. The individually wrapped candy should be spread out so each piece is not touching another. Anyone distributing candy or treats should wash their hands properly for at least 20 seconds before placing the candy on the table and when replenishing.
- 2) All individuals participating in trick-or-treating, including those passing out candy should maintain social distance of least 6 feet and wear [proper face coverings](#). A costume mask, such as those worn for Halloween, is not a substitute for a face covering. If face coverings are worn under costume masks, please ensure this does not create breathing problems, and if so, discard the costume mask.
- 3) Only household members should trick-or-treat together, and they should maintain 6-feet social distance from other trick-or-treaters at all times. Mixed household trick-or-treaters are discouraged.
- 4) Alcohol-based hand sanitizer should be carried and used frequently.
- 5) Candy collected during trick-or-treating should not be consumed until after handwashing. As always, a parent/guardian should check all candy to make sure it is wrapped and should discard unwrapped candy.

- 6) And, of course, practice good dental hygiene as well.
- 7) Outdoor areas are preferred for trick-or-treating. Enclosed indoor areas, like apartment buildings, present greater risk of transmission. Open doors and windows as appropriate to promote increased ventilation.

Alternatives to Trick-or-Treating

Trunk or treat events are considered a higher risk activity and are discouraged. An alternative activity involves trick-or-treating in a large parking lot or other outdoor setting with adherence to social distancing. Tables are pre-set up with participants allowed to parade with a parent/guardian while maintaining at least 6-feet social distancing and wearing proper face coverings at all times. A limited number of people should staff the event, keeping tables replenished and monitoring social distancing. Proper handwashing should be performed before candy is consumed.

1. Recruit a set number of table sponsors.
2. Create a timed entry schedule to figure out what the attendance limit will be.
3. Create a map of where tables will be with plenty of space between.
4. Advertise with information about reserved time slots, social distancing, and mask wearing.
5. Package candies or favors in treat bags for easy distribution.
6. Create signage to direct the flow of foot traffic.
7. Draw markers on the ground to indicate 6 feet for social distancing.
8. Mask up and enjoy!

Other Halloween Activities and Events

Haunted Houses, Forests, or Walks

- Halloween haunted houses are currently not allowed in [Restore Illinois Phase 4 Guidelines](#). Instead consider open-air, one-way haunted forests or haunted walks where social distancing of 6 feet or greater and appropriate masking is enforced. If screaming is anticipated, even greater social distancing is advised to lower the risk of spreading respiratory viruses.

Pumpkin Patches, Orchard Visits, and Hayrides

- Visitors to these locations should use hand sanitizer before handling the produce. Cloth face coverings and social distancing should be enforced.
- Hayrides should not exceed 50% capacity with parties spaced at least six feet apart. Best practice is for hayrides to be limited to members of the same household. Participants should wear a mask to keep your nose and mouth covered at all times when around people who don't live in your household.

Fall Festival Events

- Avoid attending fall festivals outside your community if you live in an area with [community spread of COVID-19](#).

Social Gatherings, Costume Parties in Adult Settings, Halloween Parties at Bars

- Large gatherings with more people are considered higher risk than smaller group gatherings, and must adhere to [event size limitations](#)
- Indoor parties or gatherings with attendees who are not adhering to social distancing (staying at least 6 feet apart), wearing masks, handwashing, or otherwise participating in prevention behaviors will result in a higher risk for transmission of the virus that causes COVID-19 illness. These types of gatherings are strongly discouraged.

- Use of alcohol or drugs can impair judgement and result in increased risky behaviors.
- Gathering with groups of people who routinely do not adhere to prevention measures or those who travel from areas with increased community transmission will increase the risk for others at the party or gathering.
- The more time you spend at a gathering, the closer the contact, the more people, the higher your risk of exposure to COVID-19.
- For more information, refer to IDPH's [Small Social Gathering Safety Tips](#)

Día de los Muertos

It is possible to take a lower risk approach to many of the traditional activities associated with Día de los Muertos that may put you at increased risk of exposure to COVID-19. Events and activities to honor deceased loved ones should be held outdoors, and participants should wear masks and maintain 6-foot social distancing. Avoid having large dinner parties. Smaller gatherings with local friends or family, held outdoors, where social distancing of 6 feet or more can be maintained, will have less risk of COVID-19 transmission. (See IDPH guidance on [hosting gatherings](#).) Consider preparing and sharing traditional family recipes with family and neighbors in a way that doesn't involve contact with others, such as [individual servings in separate dishes](#). Avoid large indoor gatherings with singing or chanting.

After the Celebration

If you participated in [higher-risk activities](#) or think that you may have been exposed during your celebration, take extra precautions for 14 days after the event to help protect others. You should:

- [Stay home](#) as much as possible.
- Avoid being around people at [increased risk for severe illness from COVID-19](#).
- Consider getting [tested](#) for COVID-19.

If you develop [symptoms consistent with COVID-19](#), such as fever, cough, or shortness of breath, or if you [test positive for COVID-19](#), immediately contact the host and others who attended the event or celebration you attended. Contact your health care provider and follow the CDC-recommended steps for [what to do if you become sick](#), and follow the [public health recommendations for community-related exposure](#).

If you are tested for COVID-19, stay home while waiting for your test results. If you have been diagnosed with COVID-19, a [public health worker will contact you](#) to check on your health and ask you who you have been in contact with and where you've spent time in order to identify other people (contacts) who may have been infected. Your information will be confidential.

If you are the host of an event and are notified by an attendee that they have symptoms or have tested positive for COVID-19, please [contact your local health department](#) for additional guidance.

If you are notified that you were a close contact of someone who tested positive for COVID-19

- [Stay home for 14 days](#) from the last time you had contact with that person.
- Monitor for [symptoms](#) of COVID-19.
- [Get information](#) about COVID-19 testing if you feel sick.

Stay safe this Halloween!

City Manager

DATE: 11/5/2020

MEMO: 2020-12

TO: Mayor Julie Moore Wolfe & City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing a Supply Agreement with HomeField for the Municipal Aggregation Program.

SUMMARY RECOMMENDATION:

Staff recommends the City select HomeField and sign a three-year Agreement. The recommendation is to set the rate for the aggregation for only year one. Years two and three will be set in the future as market rates improve. This approach allows us to maximize the savings (18.8%) to residents and small businesses starting in January 2021.

BACKGROUND:

The current HomeField Energy supply service agreement commenced in June 2016 and ends December 2020. With the contract term ending the City has focused efforts on updating the program and securing new beneficial rates. CQI Associates was enlisted to help find a qualified energy provider, negotiate new rates, and manage the new program.

The latest report from Ameren includes 34,889 accounts enrolled in the program. The City receives a payment to administer the program based on the kWh consumed by the customers enrolled in the program. The payment will continue as part of a new contract beginning December 2020 and is reflected in pricing provided.

HomeField, Constellation and Mid America replied to the RFP with detailed qualified bids. HomeField provided the best technical information and lowest price offer. The initial and updated price offer as of September 29, 2020 would reduce the cost to residential and small business accounts by an average of \$158.00 annually. The City will seek pricing on Monday, October 5th to see if we can get even better pricing, which will become the executable agreement if authorized by Council that same day.

PRIOR COUNCIL ACTION: The City Council has been actively providing a municipal aggregation program to our residents and small businesses more many years. The voters granted the City this authority by referendum after the State deregulated our gas and electric utility suppliers. HomeField has been the lowest bidder and the City supplier for the municipal aggregation program since 2013.

POTENTIAL OBJECTIONS: Staff is not aware of any objections, as this program will save money for participants. Any resident or small business can opt out at any time at no expense to them.

STAFF REFERENCE: If you have any questions you can contact Jon Kindseth, Deputy CM at 450-2323 or jkindseth@decaturil.gov

BUDGET/TIME IMPLICATIONS: No direct expense to the City or residents for this program.

ATTACHMENTS:

Description	Type
Resolution Authorizing Agreement	Ordinance
Price Sheet	Backup Material

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT FOR
THE ELECTRICITY SUPPLY FOR RESIDENTIAL AND SMALL COMMERCIAL RETAIL
CUSTOMERS UNDER THE MUNICIPAL AGGREGATION PROGRAM**

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, permits a city, if authorized by referendum, to adopt an ordinance by which it may operate a program to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers who do not opt-out of such a program; and

WHEREAS, the City of Decatur provides an opt-out electric aggregation program for eligible electric accounts within its jurisdiction; and

WHEREAS, such aggregation program was authorized by referendum passed by a majority vote of the qualified electors voting on the question; and

WHEREAS, because electricity is a commodity for which supply bids typically are good for about 24 hours, the City of Decatur must act promptly to accept any such desired bid in order to contractually guarantee a per kilowatt hour electric rate for its residential and small commercial customers, and

WHEREAS, the City of Decatur City Council finds that the best interests of the City of Decatur are served by authorizing the Decatur City Manager to receive and review bids and to accept the bid most beneficial to the City of Decatur, pursuant to 20 ILCS 3855/1-92, to aggregate the residential and small commercial retail electric loads located within the City of Decatur and to arrange for competitive electric supply to these retail electrical accounts, and

NOW THEREFORE, BE IT RESOLVED by the Decatur City Council of Decatur Illinois, Macon County, Illinois, as follows:

SECTION 1. The statements set forth in the preamble to this Resolution are hereby found to be true and correct and are hereby incorporated into this Resolution as if set forth in Section 1.

SECTION 2. The corporate authorities of Decatur Illinois hereby authorize and direct the City Manager or his/her designee to receive and review bids and accept the bid most beneficial to the City of Decatur without further action of the Decatur City Council. The City Manager or his/her designee is hereby authorized to execute a service agreement with the bidder who submits the bid most beneficial to the City of Decatur for the supply of electricity for residential and small commercial retail customers who do not opt out of such a program, without further action of the Decatur City Council, with said execution and attestation to take place within the applicable time constraints required by the bidder, provided , however, that the energy

price to be paid per kilowatt hour pursuant to the service agreement is less than the default rate currently in effect, resulting in savings for City of Decatur residential and small commercial retail customers.

SECTION 3. All prior actions of the City of Decatur officials, employees, and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

SECTION 4. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force effect.

SECTION 5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 6. This Resolution shall be effective immediately and shall remain in effect until rescinded by the City of Decatur, and shall remain in effect for the current bid and any and all future bids associated with each occasion when the renewal of an electricity supply contract for its Municipal Electricity Opt-Out Aggregation Program exists.

Mayor Julie Moore Wolfe

City Clerk

Sept. 29, 2020 Pricing

Step Two – Price Proposal	<u>HomeField</u>	<u>Constellation</u>	<u>Mid America</u>
A transmittal email shall be prepared to transmit the Price Proposal response	YES	YES	YES
A completed CITY Bid Price Sheet – ATTACHMENT C	YES	YES	YES
Pricing shall be stated to the nearest 1000 th per kWh (\$0.000).	YES	YES	YES
Bidder shall provide the City of Decatur a list of accounts the BIDDER has included in the final pricing and contract offer as active accounts.	All Accounts	All Accounts	All Accounts
Bidder shall provide the list of accounts the supplier will not include in the final pricing and contract offer.	None	None	None

<u>Update pricing shall include the following fees:</u>	<u>HomeField</u>	<u>Constellation</u>	<u>Mid America</u>
Civic Contribution to the City of Decatur: \$0.0015 per kWh	YES	YES	YES
Broker Fee to CQI Associates, LLC: \$0.0005 per kWh	YES	YES	YES

History Data			
Start	Aggregation Rate	Ameren Rate	Market Rate
6/1/2016 to June 2018	\$0.05950	\$0.05760	\$0.05105
6/1/2018 to June 2019	\$0.05700	\$0.05550	\$0.04840
6/1/2019 to Dec 2020	\$0.05596	\$0.05340	\$0.04750

Average Cost \$837

Bidders must submit prices for the "Base Bid Price" request to be considered responsive.

	<u>HomeField</u>	<u>Constellation</u>	<u>Mid America</u>
<u>December 2020 to December 2021</u>	\$0.045440	\$0.046860	\$0.048800
<i>Average Cost</i>	<i>\$679</i>	<i>\$701</i>	<i>\$730</i>
<i>Savings</i>	<i>\$158</i>	<i>\$136</i>	<i>\$107</i>
	18.8%		
<u>December 2020 to December 2022</u>	\$0.046200	\$0.047490	\$0.049700
<i>Average Cost</i>	<i>\$691</i>	<i>\$710</i>	<i>\$743</i>
<i>Savings</i>	<i>\$146</i>	<i>\$127</i>	<i>\$94</i>
	17.5%		
<u>December 2020 to December 2023</u>	\$0.047030	\$0.048310	\$0.050600
<i>Average Cost</i>	<i>\$703</i>	<i>\$722</i>	<i>\$756</i>
<i>Savings</i>	<i>\$134</i>	<i>\$115</i>	<i>\$81</i>

16.0%

Information Technology

DATE: 10/5/2020

MEMO: 2020-09

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: Authorization for Mayor to enter into a Memorandum of Understanding Agreement and associated Sales Order with Baby Talk, Inc. (Baby Talk) to provide Internet Access through the City of Decatur.

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached resolution, authorizing the Mayor to execute a Memorandum of Understanding Agreement and associated Sales Order with Baby Talk to provide Internet Access through the City's Illinois Century Network Internet Service Connection.

BACKGROUND:

In 2018 the City completed Phase II of its city-wide fiber network which established direct fiber connections to the Illinois Century Network who provides state of the art symmetrical fiber-based internet access for Municipalities, Local and State Government, Schools, Libraries, and other not for profit entities. This provide an extraordinary opportunity to partner with other organizations to share symmetrical internet resources at a very low monthly cost to those who participate.

Baby Talk has interest in sharing the City Fiber Network to transport internet access for its own exclusive use. Baby Talk will pay for their agreed upon portion of this internet access through the attached Memorandum of Understanding Agreement and associated Sales Order from the City of Decatur.

PRIOR COUNCIL ACTION: Council has approved other Memorandum of Understanding Agreements with the most recent approval being with Crossing Healthcare.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Jim Edwards, IT Director, 450-2236

BUDGET/TIME IMPLICATIONS: Additional revenue offsetting City of Decatur Internet access and fiber network costs.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Memorandum of Understanding Agreement	Backup Material
Service Sales Order	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING A MEMORANDUM OF
UNDERSTANDING AGREEMENT AND ASSOCIATED SALES ORDER
WITH BABY TALK, INC. TO OBTAIN INTERNET ACCESS THROUGH
THE CITY OF DECATUR FIBER NETWORK**

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

Section 1. That the Memorandum of Understanding Agreement presented herewith to the City Council between the City of Decatur, Illinois and Baby Talk, Inc., be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor be, and is hereby, authorized and directed to sign said agreement in substantially the same form as presented, on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 5th day of October 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Memorandum of Understanding

This Memorandum of Understanding (“**MOU**”), is made effective as of _____, 2019 (“**Effective date**”) by and between the City of Decatur, an Illinois Municipal Corporation, with an address of 1 Gary K. Anderson Plaza, Decatur, IL 62523 (“**CITY**”) and Baby TALK, Inc. (“**Customer**”). Each may be referred to herein as a “**Party**” and collectively as the “**Parties**”.

ARTICLE 1 - GENERAL

1.1 Agreement Structure. The purpose of this MOU is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain transport, dedicated internet access and colocation services (“**Services**”) from CITY for the Customer’s sole use. The MOU and Service Order(s) (as defined in Section 1.2 below) and any other attachments incorporated therein shall collectively be referred to as the “**Agreement**”.

1.2 Orders for Services. Customer may request the CITY to provide Services by submitting a Service Order on a form provided by the CITY from time to time (“**Service Order**”) in accordance with the procedures set forth in this Agreement. Customer acknowledges and agrees that they are solely responsible for the accuracy of all Service Orders and other information that it provides to the CITY. Each accepted Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement. Service Orders shall clearly set forth the term, pricing, service type and location(s), monthly recurring charge (“**MRC**”), non-recurring charge (“**NRC**”), and any additional specific terms for the Services. All Service Orders shall be subject to acceptance by the CITY.

1.3 Order of Precedence. In the event of an express conflict between a term(s) of this MOU and/or Service Order, precedence will be given in the following order: (a) the Service Order but solely with respect to the Service covered by that Service Order and provided that an authorized representative of the CITY has executed such Service Order; and (b) this MOU.

1.4 Acceptable Use Policy. Customer agrees to be bound by CITY’s Acceptable Use Policy which set forth in Exhibit A (attached hereto and incorporated as reference) when utilizing the CITY Fiber Network in fulfillment of active service orders from the Customer.

ARTICLE 2 - TERM

2.1 MOU Term. This MOU shall be in effect for a period of Three (3) years from the Effective Date (“**Initial Term**”) unless terminated earlier as otherwise provided for in this MOU, and shall automatically renew for one (1) year periods thereafter (each a “**Renewal Term**” and together with the Initial Term, shall be referred to as the “**Term**”) until either Party notifies the other Party of its intent not to renew the MOU at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, in the event that any Service Order remains in effect following such termination, this MOU shall govern and continue in effect with regard to such Service Order until the termination of such Service Order.

2.2 Service Order Term. The term of each Service Order shall commence on the Service Activation Date for such Service and continue for the period of time specified in that Service Order (“**Service**

Term”), unless terminated earlier as otherwise provided for in this Agreement. Thereafter, unless otherwise stated in the Service Order, the term of each such Service Order shall automatically renew for one (1) year periods (each a “**Service Renewal Term**”) pursuant to the terms of the Agreement until terminated by either Party upon thirty (30) days written notice prior to the end of the Service Term or the then current Service Renewal Term; provided, however, that Customer shall continue to be responsible for payment to the CITY for the Services to be terminated through the end of the thirty (30) day notice period plus any early termination charges which may apply. Customer will not receive notice of a Service Term or Service Renewal Term expiration date. After the Service Term and during any Service Renewal Term, the CITY reserves the right to increase rates for any services provided thereunder upon at least thirty (30) days’ notice.

ARTICLE 3 – SERVICE ORDER PROCEDURE

3.1 To order a Service, Customer must execute a Service Order provided by the CITY. Customer may order additional Services from time to time by executing additional Service Orders. Upon receipt of an executed Service Order, the CITY will either: (a) accept the Service Order by signing and returning it; or (b) request clarification of information on the Service Order; or (c) reject the Service Order. The CITY shall be under no obligation to accept a Service Order.

3.2 After installing a Service, the CITY will email an order completion notification to Customer to the email address designated by Customer. If Customer does not notify the CITY in writing within seventy-two (72) hours following receipt of the order completion notification that the Services do not conform to the CITY’s specifications (with evidence of such non-conformance included in the notice), or if the CITY has not performed the testing ensuring compliance with service specifications listed in service order “**Acceptance Testing**” due to Customer’s failure to satisfy any of its obligations under this MOU related to installation, or if Customer begins using the Service for any purpose other than testing, the Service shall be deemed accepted, and such date shall constitute the “**Service Activation Date**.”

ARTICLE 4 – BILLING AND PAYMENT

4.1 Credit and Deposit. If requested by the CITY, Customer shall complete and submit CITY’s standard credit application. The CITY may from time to time conduct a review of Customer’s credit rating and payment history. The CITY may require Customer to pay a deposit before acceptance of a Service Order. Additionally, for any existing Services, the CITY may require (i) Customer to pay a deposit or (ii) an increase in the existing deposit, upon the failure of Customer to submit payment of any amount by the Due Date as a condition to the continued provision of such existing Services. The CITY shall refund any amount of deposit paid pursuant to this Section, less any amount for payments that Customer still owes to the CITY, when the CITY determines in good faith, based on Customer’s credit rating and payment history, that such deposit is no longer necessary to ensure payment, but in no event later than after the termination of all Services and termination of this Agreement.

4.2 Billing Commencement. The CITY will commence billing and Customer shall be liable for payment for Services upon the Service Activation Date.

4.3 Invoicing and Payment Terms. The CITY will provide Customer with an annual itemized invoice, for the Services together with all other charges due. All amounts due the CITY are payable in full within thirty (30) days from date of invoice (“**Due Date**”). Invoice amounts not paid on or before the Due Date

shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower. Unless otherwise stated in the Service Order or Service Schedule, the CITY shall invoice Customer for any NRC upon acceptance of a Service Order.

4.4 Invoice Disputes. To the extent that Customer disputes any portion of an invoice, Customer shall notify the CITY in writing and provide detailed documentation supporting its dispute within thirty (30) days of the invoice date or the Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall pay all undisputed amounts by the invoice due date. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest as set forth in Section 4.3 from the date the payment was originally due. A dispute may not be based upon a claim that all or a portion of the charges for the Services were incurred by unauthorized users.

ARTICLE 5 – CANCELLATION

5.1 Cancellation. Customer may cancel a Service Order at any time prior to the date of Service Order Acceptance for such Service without any further liability. In the event Customer requests cancellation of a Service after Service Order Acceptance and prior to the date the CITY has sent a Service Activation Notice for such Service, Customer shall be obligated to pay the CITY for any costs the CITY has incurred in provisioning the Service prior to the date of cancellation, including, but not limited to, any contracts entered into by the CITY in connection with this Agreement and any completed or incomplete installation services rendered. If Customer requests cancellation at any time on or after the date the CITY has sent a Service Activation Notice to Customer with 30 days' notice, then Customer shall be liable for the early termination charges set forth in Article 6 below.

ARTICLE 6 – EARLY TERMINATION

6.1 Early Termination. In the event that Customer terminates any Service after the Service Activation Date but prior to the end of the Service Term or Service Renewal Term, or the CITY terminates Services pursuant to a Customer Default, Customer shall be subject to early termination charges equal to (i) 50% of the remaining reoccurring charges in the term; plus (ii) any and all installation charges, reasonable construction costs, charges from termination of Third Party Services, or other charges or costs which have been incurred by the CITY in providing Customer with Services. Customer may exercise such right to terminate for convenience by providing at least thirty (30) days prior written notice. The Parties agree that the charges in this Section are a genuine estimate of the CITY's actual damages in the event Customer terminates for convenience and are not a penalty.

ARTICLE 7 - EQUIPMENT AND INSTALLATION

7.1 CITY Equipment. The CITY, or its agent, may provide, install, maintain, repair, operate and control the CITY's equipment including but not limited to fiber, conduit, man holes, hand holes, ducts, electrical and optical equipment ("CITY's Equipment"). CITY's Equipment shall remain the sole and exclusive property of the CITY, and nothing contained herein shall give or convey to Customer, or any other person, any right, title or interest whatsoever in the CITY's Equipment, notwithstanding that it may be, or become, attached to, or embedded in, realty. Customer shall not tamper with, remove or conceal any identifying plates, tags or labels identifying the CITY's ownership interest in the CITY's Equipment. Customer shall not adjust, align, attempt to repair, relocate or remove the CITY's Equipment, except as expressly authorized in writing by the CITY. Customer shall be liable for any loss of

or damage to the CITY's Equipment caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse the CITY for the same, within thirty (30) days after receipt by Customer of a request for reimbursement.

7.2 CITY Access to Customer Premises. Where applicable, Customer shall provide the CITY with access to all Customer locations for purposes of installation, maintenance, and repair of CITY Equipment on Customer premises. The CITY shall provide reasonable notice under the circumstance to Customer prior to entering Customer's point of presence to install, maintain or repair any of the CITY Equipment. Customer will provide a safe place to work and comply with all applicable laws regarding the working conditions on the Customer premises.

7.3 Customer Equipment. Equipment and service beyond the point of demarcation and/or interconnection between CITY facilities and terminal equipment and the wiring at the point of demarcations shall be the responsibility of Customer. If Customer provides its own equipment, the CITY shall have no obligation to install, maintain or repair the equipment. If, on responding to a Customer initiated service call, the CITY and Customer jointly determine that the cause of the service deficiency was a failure, malfunction or the inadequacy of equipment other than the CITY's Equipment, Customer shall compensate the CITY for actual time and materials expended during the service call.

ARTICLE 8 - MAINTENANCE

8.1 Maintenance. The CITY holds a contract with a third party service vendor and has agreements in place to maintain a 24 hours, 7 days a week, 365 days per year (24x7x365) Network Operations Center (NOC) and Communications Management Center (CMC) who monitors the network, responds to customer requests, performs network troubleshooting and engages network engineers to resolve network issues and incidences. The CITY IT Help Desk will provide the first level of support and utilizes a trouble ticketing program to track progress. CITY IT Help Desk can be reached 24x7x365 by dialing (217)424-2703. The CITY shall perform regular and emergency maintenance on the network including upgrades to hardware and software, configuration changes or enhancements, or to increase network capacity and performance. The CITY, in conjunction with its third-party vendors, has established a six hour maintenance window on Saturday morning beginning at 12:01 AM and concluding at 6:00 AM Central Time. The CITY will perform emergency network maintenance outside of this maintenance window based on the urgency of the maintenance. Customers of the network will be notified by email at least five business days in advance of planned maintenance and the CITY will attempt, when reasonably possible, to notify customers by email for emergency maintenance outside the maintenance window.

ARTICLE 9 - DEFAULT; SUSPENSION OF SERVICE

9.1 Customer Default.

9.1.1 Customer is in default of this MOU if Customer (a) fails to cure any monetary breach within five (5) days of receiving notice of the breach from the CITY; (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from the CITY; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other

official) under any bankruptcy, insolvency, or other similar law (each such event shall be a **"Customer Default"**).

- 9.1.2 In the event of a Customer Default, the CITY may suspend Services to Customer until Customer remedies the Customer Default, or the CITY may terminate this MOU and/or any or all of the Services being provided hereunder. The CITY may at its sole option, but without any obligation, cure a non-monetary breach at Customer's expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in this MOU or available to the CITY at law or in equity.

9.2 CITY Default.

- 9.2.1 CITY is in default of this MOU if the CITY fails to cure any non-monetary breach of any material term of this MOU within thirty (30) days of receiving written notice of the breach from Customer (**"CITY Default"**).
- 9.2.2 Customer recognizes that the CITY is sharing the same communication infrastructure and connectivity (**"Network"**) that the Customer is using under this agreement. The CITY has a vested interest in maintaining high reliability in the network and will use its best resources and efforts to maintain a goal of 100% network availability with the core components of the network. In the event the CITY is unable to resolve an outage within a 24 hours period, the CITY will be found to be in Default and the Customer may terminate the Services and this Agreement upon written notice to the CITY. Any termination shall not relieve Customer of its obligations to pay all charges incurred hereunder prior to such termination.

ARTICLE 10 - IMPOSITIONS

10.1 All charges for the Services are exclusive of any Impositions (as defined below). Except for taxes based on CITY's net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise fees, rights of way fees or charges, license or permit fees, or other taxes, duties, fees, charges or surcharges (including regulatory fees), however designated, imposed on incident to, or based upon the provision, sale, or use of the Services (**"Impositions"**). Such Impositions may be shown on invoices as cost recovery fees. If Customer is entitled to an exemption from any Impositions, Customer is responsible for presenting the CITY with a valid exemption certificate in a form reasonably acceptable to the CITY. The CITY will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by the CITY to Customer following the CITY's receipt of such exemption certificate. Customer shall indemnify, defend and hold the CITY harmless from payment and reporting of all such Impositions, including costs, expenses, and penalties incurred by the CITY in settling, defending or appealing any claims or actions brought against the CITY related to, or arising from, the non-payment of Impositions.

ARTICLE 11 – CONFIDENTIALITY

11.1 Each party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Each party recognizes and acknowledges that the Parties are each subject to the laws of the State of Illinois and the Freedom of Information Act and, as such, will comply with the provisions of the Act as required by law. Customer information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. Any request for documents related to this Agreement shall be provided to the other Party in sufficient time for an objection to disclosure of the requested documents to be made. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law, either during the period of the contract or thereafter. The Parties must return any and all confidential data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of either Party, or notify the Party of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party, received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party, now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party, or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

ARTICLE 12 – CUSTOMER'S REPRESENTATIONS AND WARRANTIES

12.1 Customer both represents and warrants each of the following:

- It has all necessary power and authority to enter this Agreement and to perform all of its obligations hereunder and to manage and control and ensure each individual or entity that Customer authorizes, permits or allows to access to the related services and equipment or facilities also complies with the terms of this Agreement in exercising such individual's access.
- This Agreement has been duly and validly authorized, executed and delivered by Customer and constitutes its valid and binding obligation.
- In performing its obligations hereunder, Customer will comply with all laws, rules and regulations of all governmental bodies having jurisdiction. Customer acknowledges that it is solely responsible for being aware of, and in compliance with, these applicable laws, rules and regulations, and that the CITY shall not be liable or responsible for Customer's failure to comply.
- Customer holds all required regulatory authorizations and permits to perform this Agreement according to its terms.
- Customer's obligations under this Agreement do not conflict with any other agreement.

ARTICLE 13 – CITY REPRESENTATIONS AND WARRANTIES

13.1 The CITY represents and warrants the following:

- The CITY has all necessary power and authority to enter this Agreement and to perform all its obligations hereunder.
- This Agreement has been duly and validly authorized, executed and delivered by the CITY and constitutes its valid and binding obligation.
- In performing its obligations hereunder, the CITY will comply with all laws, rules and regulations of all governmental bodies having jurisdiction.
- The CITY holds all required regulatory authorizations and permits to provide the Services identified herein.

ARTICLE 14 – DISCLAIMER OF WARRANTY

14.1 Except for express warranties set forth in the Agreement the CITY disclaim all express or implied warranties, including without limitation, warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Except as expressly set forth in the Agreement, customer assumes total responsibility for use of the services. In addition to any other disclaimers of warranty stated in the Agreement, the CITY makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and Network Address Translation (NAT) policies) and security response procedures.

ARTICLE 15 – LIMITATION OF LIABILITY

15.1 Neither Party, their affiliates, agents, or contractors shall be liable for any indirect, incidental, special, reliance, punitive, or consequential damages or for any loss of, or cost to recover, data, use, business, revenues, profits, or goodwill relating to the services performed under this Agreement, or any action or omission relating to third parties, regardless of the legal theory under which such liability is asserted. Neither Party shall be liable for loss or damage or deemed to be in breach of this Agreement due to such Party's failure or delay of performance, wholly or in part, under this Agreement. Any Customer claims relating to this Agreement must be brought within sixty (60) days following the end of the term or termination.

ARTICLE 16 – LIMITATION OF SERVICE

16.1 Notwithstanding any other provision in this Agreement, this Agreement applies only to services provided directly to the Customer for the Customer's use. These provisions shall not apply to offerings by the Customer for services to third parties. This Agreement does not constitute a joint undertaking for the furnishing of any service to customers or other third parties of the Customer. Services provided to the Customer under this Agreement may be connected to other facilities between certain locations and thereby constitute a portion of end-to-end service furnished by the Customer to its customers or third parties. The CITY does not undertake to offer any services to any person or entity other than the Customer.

ARTICLE 17 - INDEMNIFICATION

17.1 To the extent permitted by law, Customer shall indemnify and hold harmless the CITY, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by the Customer of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Customer's negligent performance; or (c) any act, activity or omission of the Customer or any of its employees, representatives, or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages. The CITY agrees to reasonably cooperate with Customer in the defense of any third-party claim and agrees that the Customer will have full control and authority over the defense and any settlements.

ARTICLE 18 – FORCE MAJEURE

18.1 Notwithstanding anything to the contrary contained in this Agreement neither Party shall be liable for loss or damage or deemed to be in breach of this Agreement due to such Party's failure or delay of performance, wholly or in part, under this Agreement if such failure or delay of performance is due to causes beyond such Party's reasonable control ("**Force Majeure Event**"), including but not limited to: acts of God, fire, flood, explosion, storm or other catastrophic event; strikes or work stoppages; lockouts; acts of any government authority or of any civil or military authority including regulatory mandates; national emergencies; cable cut(s); sabotage; insurrections; riots; wars; and unforeseen acts of third Parties that cannot be avoided by acts of due care. Any delay resulting from a Force Majeure Event shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

19.1 IP Address Allocation Policy. CITY shall provide all Internet Protocol ("IP") addresses needed for Customer and its equipment to use for the sole purpose of using the CITY Fiber Network to access the Internet and Intranet, provided that CITY retains sole and absolute administrative control of each IP address provided, including without limitation, determining system requirements and deployment of each IP address, monitoring system use, and denying assignment of or revoking assignments of addresses. Use of CITY addresses on other provider networks without CITY's written consent is prohibited.

19.2 Applicable Law. This Agreement will be governed by the laws of the State of Illinois, without reference to its choice of law rules.

19.3 Right and Authority. Each of the Parties hereto represents and warrants to the other that this Agreement shall be binding upon and insure to the benefit of each of the Parties hereto and their respective agents, servants, employees, representatives, affiliates, heirs, executors, transferees, successors, and assigns, as the case may be.

19.4 Notices. If to CITY: All inquiries and notices shall be addressed to City of Decatur, Attn: IT Director at 1 Gary K. Anderson Plaza, Decatur, Illinois 62723, by telephone at 217-424-2703 or by email at MIS@decaturil.gov.

If to Customer:

For Administrative and Maintenance Notices:

Name: Amy Malone
Address: 355 East Marietta Street
City/State/Zip: Decatur, Illinois 62521
Phone #: (217)475-2234
Email Address: amym@babytalk.org

For Legal Notices:

Name: Amy Malone
Address: 355 East6 Marietta Street
City/State/Zip: Decatur, Illinois 62521
Phone #: (217)475-2234
Email Address: amym@babytalk.org

19.5 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, the Parties shall negotiate in good faith to agree on a substitute provision that is legal and enforceable and is as near as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

19.6 Interpretation. The construction of this Agreement shall not be construed against the Party causing its preparation but shall be interpreted on the basis of the plain meaning of the terms used which have been reviewed by both Parties in consultation with their respective counsel. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.

19.7 Modifications. The CITY may have the need to modify the service or business aspects of this Agreement from time to time due to changes in service or availability and reserves the right to do so. The CITY shall provide 30 days prior written notice to Customer of any modification adopted by the CITY. The CITY will not change any legal terms and conditions in this agreement without the prior approval of Customer.

19.8 Assignability. Customer may not assign this Agreement or any of its obligations, duties or burdens arising hereunder, without the CITY's consent. A transfer or assignment in violation of this

Section 19.8 shall constitute a material breach of this Agreement. CITY will not assign this Agreement, in whole or in part, to a private entity without the prior written consent of Customer.

19.9 Remedies. The rights and remedies of the CITY hereunder shall not be mutually exclusive; i.e., the exercise of one (1) or more of the provisions hereof shall not preclude the exercise of any other provision hereof. Customer acknowledges, confirms and agrees that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy. Nothing contained in this Agreement shall limit or affect any rights at law or by statute or otherwise for a breach or threatened breach of any provision hereof, it being the intent of this provision to clarify that the respective rights and obligations of the Parties shall be enforceable in equity as well as at law or otherwise.

19.10 Entire Agreement. This Agreement and all applicable Service Orders consists of all the terms and conditions contained herein which articulate the full and complete understanding of the Parties pertaining to the subject matter of this Agreement. This Agreement supersedes any prior or subsequent understandings, proposals, representations, discussions, and/or agreements (oral or written), absent a specific reference therein superseding this Agreement.

19.11 Headings. The section headings in this Agreement are inserted as a matter of convenience and in no way define, limit, or describe the scope of extent of such section, or affect the interpretation of this Agreement

19.12 No Third-Party Rights. This agreement is made only between the Parties hereof and shall not establish rights in any third party as a third-party beneficiary or otherwise.

Baby Talk, Inc.

City of Decatur – An Illinois Municipality

Signature:

Signature:

Name: Amy Malone

Name: Julie Moore Wolfe

Date:

Date:

Title: Office Manager

Title: MAYOR

EXHIBIT A

Acceptable Use Policy

Definitions

1. Email "**bombing**" is characterized by abusers repeatedly sending an identical email message to a particular address.
2. Email "**spamming**" is a variant of bombing; it refers to sending email to hundreds or thousands of users (or to lists that expand to that many users). It may also occur innocently, as a result of sending a message to mailing lists and not realizing that the list explodes to thousands of users, or as a result of an incorrectly setup responder message.
3. "**Flooding**" occurs when a target machine is flooded with TCP connection requests. The target system host becomes extremely slow, crashes or hangs. Broadcast or "**smurf**" attacks causes network links to become overloaded. The "**smurf**" attack sends a constant stream of echo requests "pings" to the broadcast address of a subnet.

Acceptable Use Policy

This Acceptable Use Policy (hereafter referred to as 'AUP') specifies certain actions prohibited by the CITY for users of the City Fiber Network. The CITY reserves the right to modify this Policy at any time to stay in compliance with all known laws, regulations, policies, and security requirements that may be established by appropriate legislative or regulatory authorities or enacted by CITY management or Legal Counsel. Customer unconditionally accepts the terms of this policy.

Authorized Use

CITY Fiber services are for the use of authorized users only and are subject to routine network monitoring by CITY staff to audit network security and performance. The city reserves the right to deny IP addresses or revoke IP addresses and/or deny service to any Customer violating the AUP.

Illegal Use

The CITY Fiber may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation coming through the City Fiber Network is prohibited. Illegal use includes, but is not limited to, material protected by copyright, trademark, trade secret or other intellectual property rights which is being used without proper authorization; government and military data protected by law and applicable national security policies and concerns; Customer data protected by public policy; and material that, in the CITY's sole discretion, is obscene, defamatory, constitutes an illegal threat, or violates export control laws or any other laws or applicable regulations, or any use which compromises the integrity of the City Fiber Network or any other network connected to the City Fiber Network.

System and Network Security

Violations of system or network security are prohibited and may result in criminal and/or civil liability. Customer use of CITY Fiber Network constitutes consent to the CITY's routine network monitoring. Should any violations of the law or this AUP be discovered during monitoring, the CITY will involve and cooperate with local, Illinois, and Federal law enforcement authorities for resolution. Examples of unlawful acts and system or network security violations include, but are not limited to, the following:

1. Unauthorized access to or use of data, systems or networks, including any attempt to probe, damage, scan or test the vulnerability of a system or network or to breach security or authentication measures

without express authorization of the CITY. The CITY may scan or test the vulnerability of CITY Fiber Networks that it is responsible for or manage.

2. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the network or system.

3. Interference with service to any user, host or network including, without limitation, email "**bombing**", email "**spamming**", flooding, deliberate attempts to overload the network or system. Broadcast or "**smurf**" attacks is prohibited.

4. Unauthorized access to any data, network, or system from a network or system for any purpose which is not lawful or which is intended to do harm.

5. Forging any part of TCP-Internet Protocol packet header or header information in an email or a newsgroup posting. Electronic forging of any kind to include, but not limited to, IP addresses, domains and business names.



Fiber Broadband Service Order
City of Decatur Illinois
1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

Customer Name: **Baby Talk, Inc.**
Customer Site ID: **DECFIBER - Baby Talk**
Service Term : **3 Years**
Service Activation Date : **To be determined**

City of Decatur Illinois	Customer
City of Decatur Information Technology Dept. City of Decatur Illinois 1 Gary K. Anderson Plaza Decatur, Illinois 62523-1196 Phone: (217)-424-2703 IT.Staff@decaturil.gov	Baby Talk Inc. C/O Amy Malone 355 East Marietta Street Decatur, Illinois 62521 Phone: (217)475-2234 amym@babytalk.org

Billing Information	Same As Above
Billing Contact	
Billing Address 1	
Billing Address 2	
Billing City, St, ZIP	
Billing Phone	
Billing Contact e-mail	

Non-Recurring Charge - One Time Charges	Unit Cost	Quantity	Extended Cost
None			\$ -
Total One Time Charges			\$ -

Annual Recurring Charge	Unit Cost	Quantity	Extended Cost
100 Mbps Internet Bandwidth / 3 Year Term at (\$4.50 per MB per Month)	\$450.00	36	\$ 16,200.00
			\$ -
Total Recurring Charges			\$16,200.00

TOTAL THIS SERVICE ORDER-

\$16,200.00

This service order is subject to terms and conditions of the Memorandum of Understanding ("MOU") currently in place between Customer and the City of Decatur. The Service Order may, from time to time, be modified at the Customer's written request and upon approval of the City of Decatur. In the event of a conflict between the MOU and this Service Order, this Service Order shall have precedence over the MOU.

The monthly charges in this Service Order are based on a 36 Month Service term. Any termination or cancellation of service before the end of the term shall be subject to an early termination fee of 50% of the remaining monthly service fees in the term. Customer acknowledges and agrees to pay this fee upon early termination or cancellation.

The City of Decatur will commence monthly billing of the Recurring Charges after customer acceptance of the fiber service which becomes the Service Activation Date.

By signing below, you certify that you are authorized to sign on behalf of Customer and that Customer agrees to be bound by the terms and conditions contained herein.

Please note: This is not an invoice. You will be invoiced by the City of Decatur separately. This quote is valid until 10/28/2020

37-1291970
Customer FEIN (##-#####)

Customer Acceptance
Billing Start Date For Non Recurring Charges

Amy Malone
Print Customer Representative Name

Office Manager
Title

Customer Representative Signature

Date

Julie Moore Wolfe
Print City of Decatur Representative Name

MAYOR
Title

City of Decatur Representative Signature

Date

Public Works

DATE: 9/24/2020

MEMO: 2020-139

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 2506 Fairway Court

SUMMARY RECOMMENDATION: Staff recommends the that the following Ordinance annexing territory at 2506 Fairway Court be approved.

BACKGROUND: The owner of the subject property has requested City water and since the property is adjacent to City limits, it needs to be annexed into the City before it can connect.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein, Public Works Administrative Secretary. 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 2506 Fairway Court	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2506 FAIRWAY COURT**

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 Stacy L. Wenskunas, requesting that there be annexed to the City territory described as:

LOT THREE (3) OF FAIRWAY ADDITION AS PER PLAT RECORDED IN BOOK 300, PAGE 305 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-32-226-004

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 5th day of October 2020.

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.) _____

Stacey L Wenskunas

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2506 Fairway Court, and legally described as follows:

LOT THREE (3) OF FAIRWAY ADDITION AS PER PLAT RECORDED IN BOOK 300, PAGE 305 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS

PIN #17-12-32-226-004

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

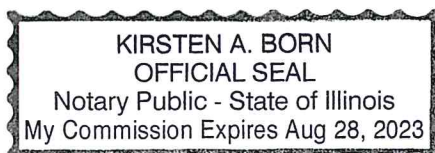
PRINTED NAME

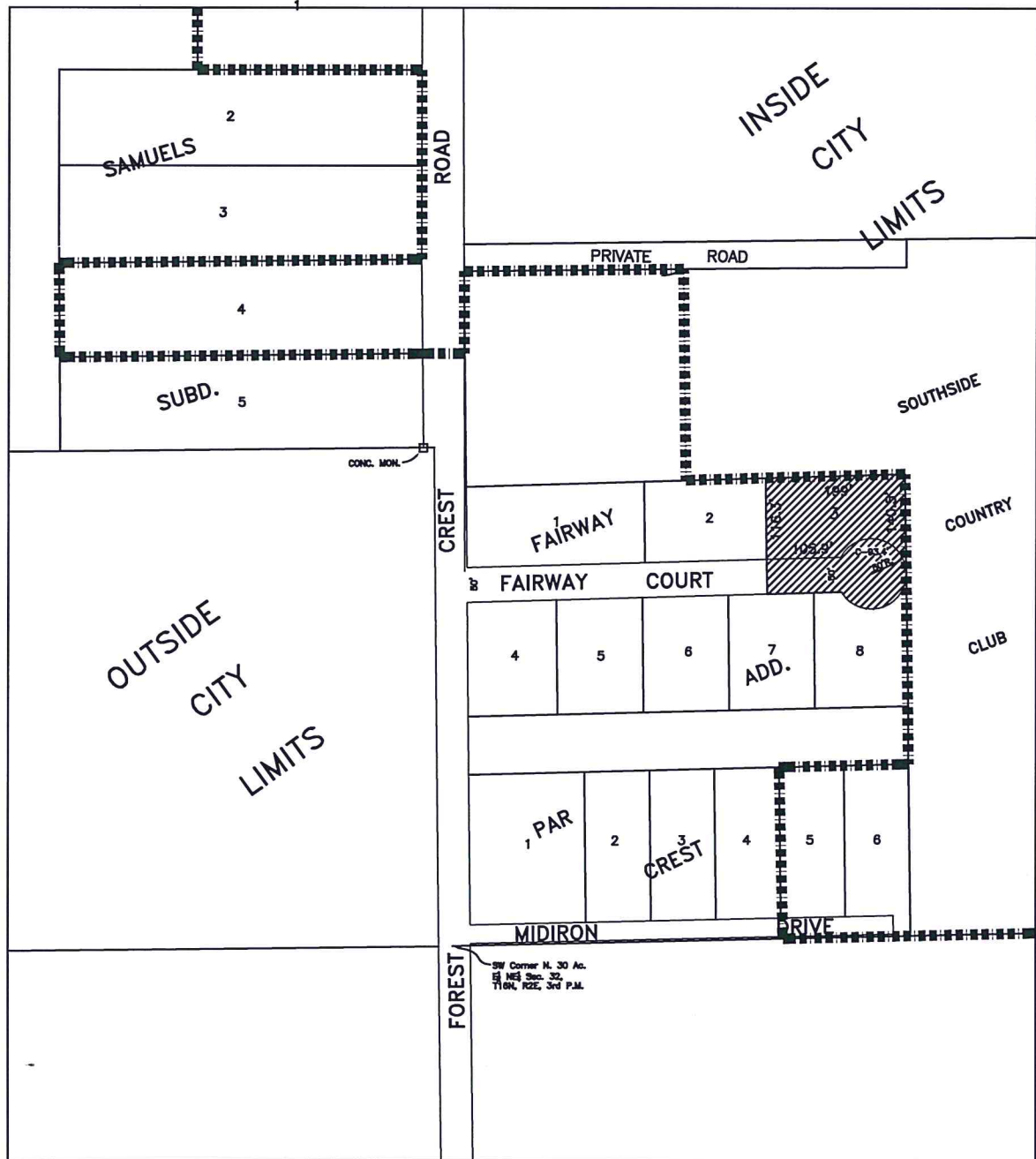
STREET ADDRESS, CITY, STATE

Stacey Wenskunas Stacey Wenskunas 2506 Fairway Ct. Decatur, Ill.

Signed and sworn to before me this 11 day of September, 20 20

Kirsten A. Born
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2506 FAIRWAY COURT



indicates territory annexed



indicates existing corporate limits

0.450± acres

AREA 0.0007± sq. miles

156± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

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

DATE: _____

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Zoning Board of Appeals Minutes of August 13, 2020	Backup Material

**MINUTES OF THE MEETING
OF THE
DECATUR ZONING BOARD OF APPEALS**

Thursday, August 13, 2020 4:00 P.M.
Civic Center Theatre, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The, August 13, 2020 meeting of the Decatur Zoning Board of Appeals was called to order at 4:15 P.M. by Chairman Julie Lamb who determined a quorum was present.

The meeting was held with two Committee members participating through electronic attendance pursuant to Governor Pritzker's Executive Order 2020-07 suspending the requirements of the Open Meetings Act requiring in-person attendance by members of a public body for the duration of the Gubernatorial Disaster Proclamation.

Members Present: Kim Aukamp, Robert Brice,
Zane Peterson, Jeff Taylor, Julie Lamb

Members Absent: Chris Brodnicki, Leslie Risby,

Staff Present: Greg Crowe, Amy Waks, Janet Poland

II. Approval of Minutes: May 14, 2020

It was moved and seconded (Taylor/Aukamp) to approve the minutes of the May 14, 2020 meeting of the Zoning Board of Appeals. Motion carried unanimously.

III. New Business

Case No. 20-04 Petition of DECATUR PUBLIC SCHOOL DISTRICT, for a variance in the provisions of the Zoning Ordinance (Ordinance #3512 as amended, Sections XXV.B.2. and XXV.B.9.b.) to reduce the required setback line of an Electronic Message Unit from a residential district/use from 100 feet to 75 feet of the boundary of a residentially zoned district or residential use to allow for the construction of a sign with an electronic message unit for the existing school at 1499 WEST MAIN STREET

Mr. Greg Crowe stated all three (3) petitions are for Electronic Message Units and are very similar.

Mr. Crowe discussed staff's recommendation for approval of the petition based on the staff report distributed to the Zoning Board of Appeals prior to the meeting (staff report is on file and is available for reviewing by request).

Discussion amongst the Zoning Board of Appeals members and City Staff followed Mr. Crowe's presentation including the vision clearance. Mr. Greg Crowe stated the Zoning Ordinance requires a vision clearance triangle which is a twenty-five (25) feet setback from any intersection which includes driveways and streets.

Ms. Kayla Peck, representative for the petitioner, was sworn in by Mrs. Janet Poland.

Ms. Peck stated all three (3) of the schools have old existing signs and the school district would like to slowly get all the school's signs updated. The Electronic Message Units will be able to provide information to the parents dropping off and picking up their children.

Mr. Robert Brice asked if the signs would shut off during the evening. Mr. Crowe stated the Zoning Ordinance requires the signs to only be operated from 6 A.M. to 11 P.M. in residential areas.

There were no objectors present.

It was moved and seconded (Taylor/Aukamp) to approve Case. No. 20-04 as recommended by staff.

Upon call of the roll, Commission members Kim Aukamp, Zane Peterson, Jeff Taylor and Chairman Julie Lamb voted aye. Commission member Robert Brice abstained. Chairman Lamb declared the motion carried.

Case No. 20-05 Petition of DECATUR PUBLIC SCHOOL DISTRICT, for a variance in the provisions of the Zoning Ordinance (Ordinance #3512 as amended, Sections XXV.B.2. and XXV.B.9.b.) to reduce the required setback line of an Electronic Message Unit from a residential district/use from 100 feet to 80 feet of the boundary of a residentially zoned district or residential use to allow for the construction of a sign with an electronic message unit for the existing school at 2500 SOUTH FRANKLIN STREET

Mr. Crowe discussed staff's recommendation for approval of the petition based on the staff report distributed to the Zoning Board of Appeals prior to the meeting (staff report is on file and is available for reviewing by request).

There were no questions and no objectors present.

It was moved and seconded (Aukamp/Taylor) to approve Case. No. 20-05 as recommended by staff.

Upon call of the roll, Commission members Kim Aukamp, Robert Brice, Zane Peterson, Jeff Taylor and Chairman Julie Lamb voted aye. Chairman Lamb declared the motion carried.

Case No. 20-06 Petition of DECATUR PUBLIC SCHOOL DISTRICT, for a variance in the provisions of the Zoning Ordinance (Ordinance #3512 as amended, Sections XXV.B.2. and XXV.B.9.b.) to reduce the required setback line of an Electronic Message Unit from a residential district/use from 100 feet to 75 feet of the boundary of a residentially zoned district or residential use to allow for the construction of a sign with an electronic message unit for the existing school at 4735 EAST CANTRELL STREET

Mr. Crowe discussed staff's recommendation for approval of the petition based on the staff report distributed to the Zoning Board of Appeals prior to the meeting (staff report is on file and is available for reviewing by request).

There were no questions and no objectors present.

It was moved and seconded (Brice/Peterson) to approve Case. No. 20-06 as recommended by staff.

Upon call of the roll, Commission members Kim Aukamp, Robert Brice, Zane Peterson, Jeff Taylor and Chairman Julie Lamb voted aye. Chairman Lamb declared the motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

No Commission members expressed comments.

VI. Adjournment

There being no further business, it was moved and seconded (Aukamp/Taylor) to adjourn the meeting.

Upon call of the roll, Commission members Kim Aukamp, Robert Brice, Zane Peterson, Jeff Taylor and Chairman Julie Lamb voted aye. Chairman Lamb declared the meeting adjourned at 4:27 P.M.

Community Development

DATE: 10/5/2020

MEMO: 20-40

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director of Community Development
Greg Crowe, Planning and Development Manager
Tim Dudley, Economic Development Coordinator

SUBJECT: Resolution Authorizing Real Estate Purchases in the John's Hill Revitalization Area

SUMMARY RECOMMENDATION: It is recommended that the city enter in to a purchase agreement for each property being acquired, which are all part of the John's Hill Revitalization Area.

BACKGROUND: The City of Decatur has for the last few years been developing a strategy for a Neighborhood Revitalization effort throughout our community. With DPS61 investing in a new school for John's Hill, this made the John's Hill Area a very attractive place to enhance and revitalize. With the graciousness of the Howard G. Buffet Foundation, a grant for Phase I activity is now underway to demolish some structures which are too far gone to rehab and to acquire others which could possibly be rehabilitated to spur growth and redevelopment momentum in the John's Hill Area.

These six voluntary property acquisitions are all located across East Maffit Street from the new Johns Hill School building. A location map showing the 6 properties for acquisitions and current City owned lots is attached with this memo. Two of the six are vacant lots with the other four containing structures that are currently vacant except 849 E. Johns Ave. which is currently occupied by the property owners.

PRIOR COUNCIL ACTION: City Council approved a grant agreement with the Howard G Buffett Foundation for Phase 1 Johns Hill Revitalization including voluntary property acquisitions at the April 6, 2020 meeting.

POTENTIAL OBJECTIONS: None anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Should the City Council have any questions, they may contact Tim Dudley at 450-2337 or e-mail at tdudley@decaturil.gov or Greg Crowe at 424-2786 or

e-mail at gcrowe@decaturil.gov

BUDGET/TIME IMPLICATIONS:

Total acquisition cost for the six properties is \$74,000. No demolition or revitalization of the site is expected in the current fiscal year. The properties are being entirely funded by the John’s Hill Phase One Howard G. Buffett Foundation grant.

ATTACHMENTS:

Description	Type
Resolution with Agreements	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. R2020-_____

**RESOLUTION AUTHORIZING REAL ESTATE PURCHASE AGREEMENTS
441, 457 AND 475 SOUTH MAFFIT STREET
-CITY OF DECATUR, ILLINOIS-**

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

Section 1. That the Real Estate Purchase Agreements presented to the Council herewith,
between TIKO SMITH and the CITY OF DECATUR, ILLINOIS, be, and the same is hereby,
received, placed on file, and approved.

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

PRESENTED AND ADOPTED this _____ day of _____, 2020.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the City of Decatur, Illinois, an Illinois municipal corporation ("City") and TIKO SMITH dated 9-18-2020 2020, ("Seller").

RECITALS

A. The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.

B. The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution (IL Const. 1970, Art. VII, Sec. 6(a)).

C. The City Code of the City of Decatur provides in Chapter 33 that the City may purchase property as the Council authorizes or approves.

D. The Seller desires to transfer to City the property set forth in this Agreement.

E. The City desires to purchase from the Seller the property set forth in this Agreement.

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

1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.

2. Subject to the terms and conditions of this Agreement, the Seller shall transfer the following described premises ("Property") to the City: (legal description)

AW HARDY'S SUBDIVISION OF LOT 5 BLOCK 2 WM MARTIN'S
2ND ADDITION OF OL 327 LOT 6
PIN # 04-12-14-330-019

Commonly known as 441 S. MAFFIT situated in Macon County, Illinois.

3. City shall pay to the Buyer the sum of \$16,000 (\$) for

purchase of the above described property, said monies to be paid to Buyer at time of settlement in the form of a City check. City and Seller agree that settlement shall occur no later than Ninety (90) days from the date of this Agreement at which time the City shall be entitled to possession.

4. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear). To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question. Furthermore, the following items, if present on the property at the time of the City's offer and not excluded below, are included in this sale.

The following items are included: FURNACE - REFRIGERATOR, STOVE

The following items are excluded: N/A

5. The Seller shall provide title insurance; however, City may choose to waive the title insurance mandate on its own merits and discretion.
6. At settlement, the Seller shall deliver to the City a warranty deed to the Property in such form and together with such documentation as shall be required for recording said deed. City agrees to pay for transfer tax stamps, the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership and any other additional documents required.
7. Seller shall be responsible for all Real Estate Taxes accruing subsequent to Settlement date.
8. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified

mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

CITY:

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

SELLER:

TIKO SMITH
439 S. MAFFITT
DECATUR, IL 62521

9. City and Seller represent to each other that each has retained and relied or had the Opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. City and Seller represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.
10. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.
11. This Agreement is expressly contingent upon payment of the agreed purchase price by City to Seller.
12. This is an enforceable Agreement placing specific obligations on the City and the Seller. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.
13. Time shall be considered to be of the essence of this Agreement.
14. Seller is advised to review all easements, government regulations and restrictions before entering into this Agreement and to seek legal advice if assistance is required.
15. This Agreement contains the entire understanding of the parties hereto in respect of

the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter there being NO ORAL REPRESENTATIONS. Seller represents that Seller has been advised by City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.

16. The warranties and agreements contained herein shall extend to and be obligated upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

17. The following addendums and riders is/are attached hereto and made a part of this Contract:

X Disclosure of Information on Radon Hazards (required)

X Lead Based Paint Disclosure (required for homes built prior to 1978)

X Residential Real Property Disclosure Report (required)

18. At a prearranged time within two (2) business days, excluding Saturdays, Sundays and federal holidays, prior to date of settlement, the City shall have the right to inspect the premises and other property sold hereunder to determine that there has been no significant change in the condition of the property since the execution of this contract. If a significant change has occurred, the City may void the contract.

CITY OF DECATUR, ILLINOIS

SELLER

By: _____
Mayor

Date: _____

By:  _____

By: _____

Date: 9-19-20

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Lead Warning Statement: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible paint hazards is recommended prior to purchase.

Seller's Disclosure

TS (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
s-initial

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

TS (b) Records and reports available to the seller (check one below):
s-initial

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

☐ (c) Purchaser has received copies of all information listed above.
p-initial

☐ (d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
p-initial

☐ (e) Purchaser has (check one below):
p-initial

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

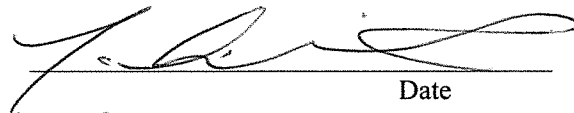
☐ (f) Agent has informed the seller of the seller's obligation under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and correct.

Date

Date


Date

9-25-20
Date

DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies):

(a)..... Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain) _____

(b)..... Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.

(c) TS..... Seller has no knowledge of elevated radon concentrations in the dwelling.

(d) TS..... Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

(e)..... Purchaser has received copies of all information listed above.

(f)..... Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgment (initial) (if applicable)

(g)..... Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she provided is true and accurate.

Date


Date

Date

9-25-20
Date

Agent: _____ Date _____

RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE THE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 441 S. MAFFIT ST DECATUR IL.
 Seller's Name(s): TIKOS M ITH

This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act.

This information is provided as of SEPTEMBER (month) 25 (day) 2020 (year), and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction. In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected. The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property. The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | YES | NO | N/A | |
|-----|-------------------------------------|-------------------------------------|--|
| | ☒ | | 1. Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| | ☒ | | 2. I am aware of flooding or recurring leakage problems in the crawl space or basement. |
| | ☒ | | 3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| | ☒ | | 4. I am aware of material defects in the basement or foundation (including cracks and bulges). |
| | ☒ | | 5. I am aware of leaks or material defects in the roof, ceilings, or chimney. |
| | ☒ | | 6. I am aware of material defects in the walls or floors. |
| | ☒ | | 7. I am aware of material defects in the electrical system. |
| | ☒ | | 8. I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| | | ☒ | 9. I am aware of material defects in the well or well equipment. |
| | ☒ | | 10. I am aware of unsafe conditions in the drinking water. |
| | ☒ | | 11. I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| | | ☒ | 12. I am aware of material defects in the fireplace or woodburning stove. |
| | ☒ | | 13. I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| | ☒ | | 14. I am aware of unsafe concentrations of radon on the premises. |
| | ☒ | | 15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |

16. X I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
17. X I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
18. X I am aware of current infestations of termites or other wood boring insects.
19. X I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
20. X I am aware of underground fuel storage tanks on the property.
21. X I am aware of boundary or lot line disputes.
22. X I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
23. X I am aware this property has been used for the manufacture of methamphetamine as defined in Section 10 of the MCCPA.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected. If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

 _____ Check here if additional pages used: _____

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: 

Date: 9-25-20

Seller: _____

Date: _____

THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the City of Decatur, Illinois, an Illinois municipal corporation ("City") and TIK6 SMITH dated 9-18-2020 2020, ("Seller").

RECITALS

A. The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.

B. The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution (IL Const. 1970, Art. VII, Sec. 6(a)).

C. The City Code of the City of Decatur provides in Chapter 33 that the City may purchase property as the Council authorizes or approves.

D. The Seller desires to transfer to City the property set forth in this Agreement.

E. The City desires to purchase from the Seller the property set forth in this Agreement.

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

1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.
2. Subject to the terms and conditions of this Agreement, the Seller shall transfer the following described premises ("Property") to the City: (legal description)
WM MARTIN'S ADDITION OF DL N40 S182 E127 LOT 9 B 2

PIN # 04-12-14-330-036

Commonly known as 457 S MAFFIT situated in Macon County, Illinois.

3. City shall pay to the Buyer the sum of 750⁰⁰ (\$) for

purchase of the above described property, said monies to be paid to Buyer at time of settlement in the form of a City check. City and Seller agree that settlement shall occur no later than Ninety (90) days from the date of this Agreement at which time the City shall be entitled to possession.

4. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear). To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question. Furthermore, the following items, if present on the property at the time of the City's offer and not excluded below, are included in this sale.

The following items are included: N/A

The following items are excluded: N/A

5. The Seller shall provide title insurance; however, City may choose to waive the title insurance mandate on its own merits and discretion.
6. At settlement, the Seller shall deliver to the City a warranty deed to the Property in such form and together with such documentation as shall be required for recording said deed. City agrees to pay for transfer tax stamps, the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership and any other additional documents required.
7. Seller shall be responsible for all Real Estate Taxes accruing subsequent to Settlement date.
8. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified

mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

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

SELLER:
TIKO SMITH
439 S. MAFFITT ST.
DECATUR, IL 62521

9. City and Seller represent to each other that each has retained and relied or had the Opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. City and Seller represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.
10. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.
11. This Agreement is expressly contingent upon payment of the agreed purchase price by City to Seller.
12. This is an enforceable Agreement placing specific obligations on the City and the Seller. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.
13. Time shall be considered to be of the essence of this Agreement.
14. Seller is advised to review all easements, government regulations and restrictions before entering into this Agreement and to seek legal advice if assistance is required.
15. This Agreement contains the entire understanding of the parties hereto in respect of

the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter there being NO ORAL REPRESENTATIONS. Seller represents that Seller has been advised by City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.

16. The warranties and agreements contained herein shall extend to and be obligated upon the heirs, executors, administrators, successors, and assigns of the parties hereto.
17. The following addendums and riders is/are attached hereto and made a part of this Contract:
 - N/A Disclosure of Information on Radon Hazards (required)
 - N/A Lead Based Paint Disclosure (required for homes built prior to 1978)
 - N/A Residential Real Property Disclosure Report (required)
18. At a prearranged time within two (2) business days, excluding Saturdays, Sundays and federal holidays, prior to date of settlement, the City shall have the right to inspect the premises and other property sold hereunder to determine that there has been no significant change in the condition of the property since the execution of this contract. If a significant change has occurred, the City may void the contract.

CITY OF DECATUR, ILLINOIS

SELLER

By: _____
Mayor

Date: _____

By:  _____

By: _____

Date: 9-19-20 _____

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- C. The City Code of the City of Decatur provides in Chapter 33 that the City may purchase property as the Council authorizes or approves.
- D. The Seller desires to transfer to City the property set forth in this Agreement.
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1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.
2. Subject to the terms and conditions of this Agreement, the Seller shall transfer the following described premises ("Property") to the City: (legal description)
WM MARTIN'S ADDITION OF 02 N4D S142 E127 LOT 9 B2

PIN # 04-12-14-330-037
Commonly known as 475 S MAFFIT situated in Macon County, Illinois.

3. City shall pay to the Buyer the sum of \$750 (\$) for

purchase of the above described property, said monies to be paid to Buyer at time of settlement in the form of a City check. City and Seller agree that settlement shall occur no later than Ninety (90) days from the date of this Agreement at which time the City shall be entitled to possession.

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City Manager
City of Decatur
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SELLER:

TIKO SMITH
439 S. MAFFIT ST.
DECATUR, IL 62521

9. City and Seller represent to each other that each has retained and relied or had the Opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. City and Seller represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.
10. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.
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13. Time shall be considered to be of the essence of this Agreement.
14. Seller is advised to review all easements, government regulations and restrictions before entering into this Agreement and to seek legal advice if assistance is required.
15. This Agreement contains the entire understanding of the parties hereto in respect of

the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter there being NO ORAL REPRESENTATIONS. Seller represents that Seller has been advised by City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.

16. The warranties and agreements contained herein shall extend to and be obligated upon the heirs, executors, administrators, successors, and assigns of the parties hereto.
17. The following addendums and riders is/are attached hereto and made a part of this Contract:
 - N/A Disclosure of Information on Radon Hazards (required)
 - N/A Lead Based Paint Disclosure (required for homes built prior to 1978)
 - N/A Residential Real Property Disclosure Report (required)
18. At a prearranged time within two (2) business days, excluding Saturdays, Sundays and federal holidays, prior to date of settlement, the City shall have the right to inspect the premises and other property sold hereunder to determine that there has been no significant change in the condition of the property since the execution of this contract. If a significant change has occurred, the City may void the contract.

CITY OF DECATUR, ILLINOIS

SELLER

By: _____
Mayor

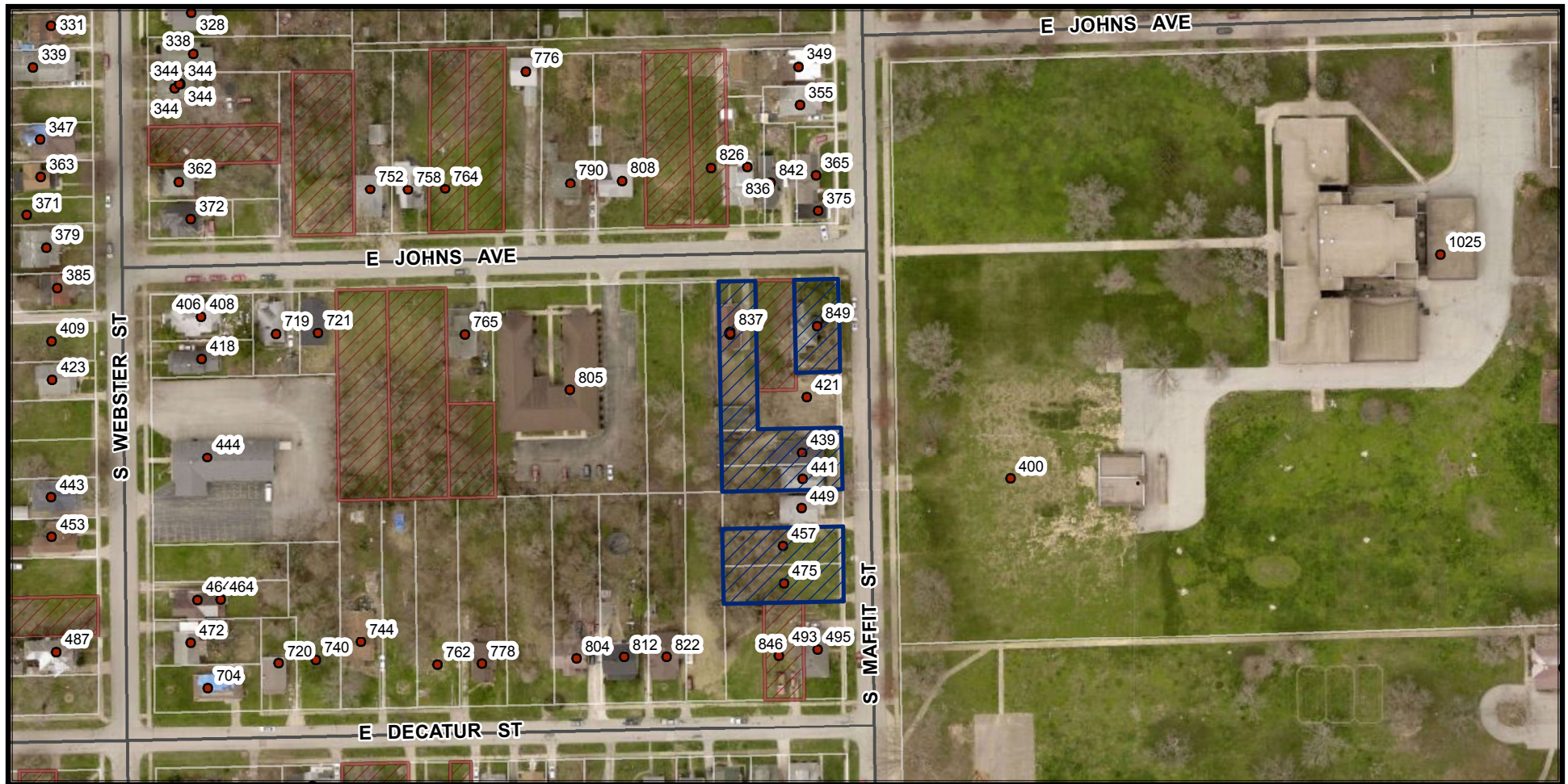
Date: _____

By:  _____

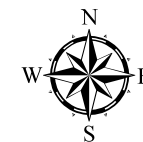
By: _____

Date: 9-19-20 _____

Johns Hill Neighborhood Revitalization Phase 1 Proposed Voluntary Property Acquisitions



-  Proposed Voluntary Property Acquisitions
-  City Owned Lots



0 100 200 400 Feet

SUBJECT: Resolution Authorizing Real Estate Purchase Agreement for 439 South Maffit Street, City of Decatur, Illinois

ATTACHMENTS:

Description	Type
Resolution and Agreement	Resolution Letter

RESOLUTION NO. R2020-_____

**RESOLUTION AUTHORIZING REAL ESTATE PURCHASE AGREEMENT
439 SOUTH MAFFIT STREET
-CITY OF DECATUR, ILLINOIS-**

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

Section 1. That the Real Estate Purchase Agreement presented to the Council herewith,
between TIKO SMITH AND KIMBERLY FLUKER and the CITY OF DECATUR, ILLINOIS,
be, and the same is hereby, received, placed on file, and approved.

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

PRESENTED AND ADOPTED this _____ day of _____, 2020.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the City of Decatur, Illinois, an Illinois municipal corporation ("City") and Tiko Smith and Kimberly Fluker dated September 18, 2020, ("Seller").

RECITALS

A. The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.

B. The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution (IL Const. 1970, Art. VII, Sec. 6(a)).

C. The City Code of the City of Decatur provides in Chapter 33 that the City may purchase property as the Council authorizes or approves.

D. The Seller desires to transfer to City the property set forth in this Agreement.

E. The City desires to purchase from the Seller the property set forth in this Agreement.

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

1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.
2. Subject to the terms and conditions of this Agreement, the Seller shall transfer the following described premises ("Property") to the City: (legal description)

Lot 6 AW Hardy's Subdivision of Lot 5 Block 2 WM Martin's 2nd Addition of OL N39.

PIN # 04-12-14-330-018

Commonly known as 439 South Maffit St. Decatur, situated in Macon County, Illinois.

3. City shall pay to the Buyer the sum of \$ 20,000 (\$) for

purchase of the above described property, said monies to be paid to Buyer at time of settlement in the form of a City check. City and Seller agree that settlement shall occur no later than Ninety (90) days from the date of this Agreement at which time the City shall be entitled to possession.

4. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear). To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question. Furthermore, the following items, if present on the property at the time of the City's offer and not excluded below, are included in this sale.

The following items are included: FURNACE - CENTRAL AIR

The following items are excluded: N/A

5. The Seller shall provide title insurance; however, City may choose to waive the title insurance mandate on its own merits and discretion.
6. At settlement, the Seller shall deliver to the City a warranty deed to the Property in such form and together with such documentation as shall be required for recording said deed. City agrees to pay for transfer tax stamps, the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership and any other additional documents required.
7. Seller shall be responsible for all Real Estate Taxes accruing subsequent to Settlement date.
8. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified

mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

CITY:

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

SELLER:

TIKO SMITH + KIMBERLY FLAKER
439 S. MAFFITT ST.
DECATUR, IL 62521

9. City and Seller represent to each other that each has retained and relied or had the Opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. City and Seller represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.
10. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.
11. This Agreement is expressly contingent upon payment of the agreed purchase price by City to Seller.
12. This is an enforceable Agreement placing specific obligations on the City and the Seller. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.
13. Time shall be considered to be of the essence of this Agreement.
14. Seller is advised to review all easements, government regulations and restrictions before entering into this Agreement and to seek legal advice if assistance is required.
15. This Agreement contains the entire understanding of the parties hereto in respect of

the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter there being NO ORAL REPRESENTATIONS. Seller represents that Seller has been advised by City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.

16. The warranties and agreements contained herein shall extend to and be obligated upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

17. The following addendums and riders is/are attached hereto and made a part of this Contract:

☒ Disclosure of Information on Radon Hazards (required)

☒ Lead Based Paint Disclosure (required for homes built prior to 1978)

☒ Residential Real Property Disclosure Report (required)

18. At a prearranged time within two (2) business days, excluding Saturdays, Sundays and federal holidays, prior to date of settlement, the City shall have the right to inspect the premises and other property sold hereunder to determine that there has been no significant change in the condition of the property since the execution of this contract. If a significant change has occurred, the City may void the contract.

CITY OF DECATUR, ILLINOIS

SELLER

By: _____
Mayor

Date: _____

By: 

By: K. Acker

Date: 9/24/30

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Lead Warning Statement: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible paint hazards is recommended prior to purchase.

Seller's Disclosure

T.S. (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
s-initial

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

T.S. (b) Records and reports available to the seller (check one below):
s-initial

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

☐ (c) Purchaser has received copies of all information listed above.
p-initial

☐ (d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
p-initial

☐ (e) Purchaser has (check one below):
p-initial

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

☐ (f) Agent has informed the seller of the seller's obligation under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and correct.

Date

 9-25-20
Date

Date

Date

DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies):

- (a)..... Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain) _____
- (b)..... Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.
- (c) *TS*..... Seller has no knowledge of elevated radon concentrations in the dwelling.
- (d) *TS*..... Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- (e)..... Purchaser has received copies of all information listed above.
- (f)..... Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgment (initial) (if applicable)

- (g)..... Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she provided is true and accurate.

Date

John Doe 9-25-20

Date

Date

Date

Agent: _____ Date _____

RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE THE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 439 S. MAFFIT ST. DECATUR FL.
Seller's Name(s): TIKO SMITH & KIMBERLY FLYKER

This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act.

This information is provided as of SEPTEMBER (month) 25 (day) 2020 (year), and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction. In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected. The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property. The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | YES | NO | N/A | |
|--|-------------------------------------|-------------------------------------|---|
| 1. ☒ | | | Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| 2. ☐ | ☒ | | I am aware of flooding or recurring leakage problems in the crawl space or basement. |
| 3. ☐ | ☒ | | I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| 4. ☐ | ☒ | | I am aware of material defects in the basement or foundation (including cracks and bulges). |
| 5. ☐ | ☒ | | I am aware of leaks or material defects in the roof, ceilings, or chimney. |
| 6. ☐ | ☒ | | I am aware of material defects in the walls or floors. |
| 7. ☐ | ☒ | | I am aware of material defects in the electrical system. |
| 8. ☐ | ☒ | | I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| 9. ☐ | | ☒ | I am aware of material defects in the well or well equipment. |
| 10. ☐ | ☒ | | I am aware of unsafe conditions in the drinking water. |
| 11. ☐ | ☒ | | I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| 12. ☐ | | ☒ | I am aware of material defects in the fireplace or woodburning stove. |
| 13. ☐ | ☒ | | I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| 14. ☐ | ☒ | | I am aware of unsafe concentrations of radon on the premises. |
| 15. ☐ | ☒ | | I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |

16. ☒ I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
17. ☒ I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
18. ☒ I am aware of current infestations of termites or other wood boring insects.
19. ☒ I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
20. ☒ I am aware of underground fuel storage tanks on the property.
21. ☒ I am aware of boundary or lot line disputes.
22. ☒ I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
23. ☒ I am aware this property has been used for the manufacture of methamphetamine as defined in Section 10 of the MCCPA.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected. If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

 _____ Check here if additional pages used: _____

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: 

Date: 9-25-20

Seller: _____

Date: _____

THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

SUBJECT: Resolution Authorizing Real Estate Purchase Agreement for 837 East Johns Avenue, City of Decatur, Illinois

ATTACHMENTS:

Description	Type
Resolution with Agreement	Resolution Letter

RESOLUTION NO. R2020-_____

**RESOLUTION AUTHORIZING REAL ESTATE PURCHASE AGREEMENT
837 EAST JOHNS AVENUE
-CITY OF DECATUR, ILLINOIS-**

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

Section 1. That the Real Estate Purchase Agreement presented to the Council herewith,
between JEFF NELSON and the CITY OF DECATUR, ILLINOIS, be, and the same is hereby,
received, placed on file, and approved.

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

PRESENTED AND ADOPTED this _____ day of _____, 2020.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the City of Decatur, Illinois, an Illinois municipal corporation ("City") and JEFF NELSON dated 9-25 2020, ("Seller").

RECITALS

A. The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.

B. The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution (IL Const. 1970, Art. VII, Sec. 6(a)).

C. The City Code of the City of Decatur provides in Chapter 33 that the City may purchase property as the Council authorizes or approves.

D. The Seller desires to transfer to City the property set forth in this Agreement.

E. The City desires to purchase from the Seller the property set forth in this Agreement.

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

1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.

2. Subject to the terms and conditions of this Agreement, the Seller shall transfer the following described premises ("Property") to the City: (legal description)

LOT 3 AW HARDY'S SUBDIVISION OF LOT 5 BLOCK 2 WM MARTIN'S 2ND ADDITION OF DL.

FIN # 04-12-14-330-013

Commonly known as 837 E. Johns St. DECATUR, IL. situated in Macon County, Illinois.

3. City shall pay to the Buyer the sum of \$16,500 (\$) for purchase of the above described property, said monies to be paid to Buyer at time of settlement in the form of a City check. City and Seller agree that settlement shall

occur no later than Ninety (90) days from the date of this Agreement at which time the City shall be entitled to possession.

4. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear). To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question. Furthermore, the following items, if present on the property at the time of the City's offer and not excluded below, are included in this sale.

The following items are included: 3 FURNACES 3 WATER HEATERS
3 STOVES

The following items are excluded: _____

5. The Seller shall not provide title insurance; however, City may obtain title insurance on its own discretion and at its own cost.
6. At settlement, the Seller shall deliver to the City a warranty deed to the Property in such form and together with such documentation as shall be required for recording said deed. City agrees to pay for transfer tax stamps, the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership and any other additional documents required.
7. Seller shall be responsible for all Real Estate Taxes accruing subsequent to Settlement date.
8. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

CITY:

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

SELLER:

JEFF NELSON
2064 1306 ST
BEECHER, IL 62512

9. City and Seller represent to each other that each has retained and relied or had the Opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. City and Seller represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.
10. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.
11. This Agreement is expressly contingent upon payment of the agreed purchase price by City to Seller.
12. This is an enforceable Agreement placing specific obligations on the City and the Seller. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.
13. Time shall be considered to be of the essence of this Agreement.
14. Seller is advised to review all easements, government regulations and restrictions before entering into this Agreement and to seek legal advice if assistance is required.
15. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter there being

NO ORAL REPRESENTATIONS. Seller represents that Seller has been advised by City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.

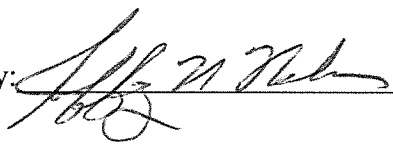
16. The warranties and agreements contained herein shall extend to and be obligated upon the heirs, executors, administrators, successors, and assigns of the parties hereto.
17. Seller acknowledges the City has inspected the property and is acquainted with the Condition thereof.
18. The following addendums and riders is/are attached hereto and made a part of this Contract:
 - X Disclosure of Information on Radon Hazards (required)
 - X Lead Based Paint Disclosure (required for homes built prior to 1978)
 - X Residential Real Property Disclosure Report (required)
19. At a prearranged time within two (2) business days, excluding Saturdays, Sundays and federal holidays, prior to date of settlement, the City shall have the right to inspect the premises and other property sold hereunder to determine that there has been no significant change in the condition of the property since the execution of this contract. If a significant change has occurred, the City may void the contract.

CITY OF DECATUR, ILLINOIS

SELLER

By: _____
Mayor

Date: _____

By:  _____
Date: 9/25/2020

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Lead Warning Statement: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible paint hazards is recommended prior to purchase.

Seller's Disclosure

BN (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
s-initial

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

BN (b) Records and reports available to the seller (check one below):
s-initial

_____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

TD (c) Purchaser has received copies of all information listed above.
p-initial

TD (d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
p-initial

TD (e) Purchaser has (check one below):
p-initial

_____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

X Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

_____ (f) Agent has informed the seller of the seller's obligation under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and correct.

Date

 9-25-2020
Date

Date

Date

DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies):

(a)..... Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain) _____

(b)..... Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.

(c) TPN..... Seller has no knowledge of elevated radon concentrations in the dwelling.

(d) TPN..... Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

(e)..... Purchaser has received copies of all information listed above.

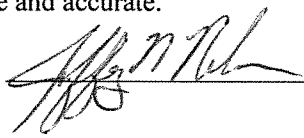
(f)..... Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgment (initial) (if applicable)

(g)..... Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she provided is true and accurate.

_____ Date	 _____ Date	 _____ Date
_____ Date	_____ Date	

Agent: _____ Date _____

RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE THE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 837 E JOHNS ST DECATUR IL
Seller's Name(s): JEFF NELSON

This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act.

This information is provided as of SEPTEMBER (month) 25TH (day) 2020 (year), and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction. In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected. The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property. The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | YES | NO | N/A | |
|----------|-------------------------------------|-------------------------------------|---|
| | ☒ | | Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| 1. | ☒ | | |
| 2. | ☒ | | I am aware of flooding or recurring leakage problems in the crawl space or basement. |
| | | | I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| 3. | ☒ | | |
| | | | I am aware of material defects in the basement or foundation (including cracks and bulges). |
| 4. | ☒ | | |
| 5. | ☒ | | I am aware of leaks or material defects in the roof, ceilings, or chimney. |
| 6. | ☒ | | I am aware of material defects in the walls or floors. |
| 7. | ☒ | | I am aware of material defects in the electrical system. |
| | | | I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| 8. | ☒ | | |
| 9. | | ☒ | I am aware of material defects in the well or well equipment. |
| 10. | ☒ | | I am aware of unsafe conditions in the drinking water. |
| 11. | ☒ | | I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| 12. | | ☒ | I am aware of material defects in the fireplace or woodburning stove. |
| 13. | ☒ | | I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| 14. | ☒ | | I am aware of unsafe concentrations of radon on the premises. |
| | | | I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| 15. | ☒ | | |

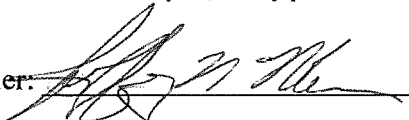
16. ☒ I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
17. ☒ I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
18. ☒ I am aware of current infestations of termites or other wood boring insects.
19. ☒ I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
20. ☒ I am aware of underground fuel storage tanks on the property.
21. ☒ I am aware of boundary or lot line disputes.
22. ☒ I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
23. ☒ I am aware this property has been used for the manufacture of methamphetamine as defined in Section 10 of the MCCPA.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected. If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

 _____ Check here if additional pages used: _____

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: 

Date: 9-25-2020

Seller: _____

Date: _____

THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

SUBJECT: Resolution Authorizing Real Estate Purchase Agreement for 849 East Johns Avenue, City of Decatur, Illinois

ATTACHMENTS:

Description	Type
Resolution with Agreement	Resolution Letter

RESOLUTION NO. R2020-_____

**RESOLUTION AUTHORIZING REAL ESTATE PURCHASE AGREEMENT
849 EAST JOHNS AVENUE
-CITY OF DECATUR, ILLINOIS-**

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

Section 1. That the Real Estate Purchase Agreement presented to the Council herewith,
between CHRISTINE AND CATHY L BYRD and the CITY OF DECATUR, ILLINOIS, be,
and the same is hereby, received, placed on file, and approved.

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

PRESENTED AND ADOPTED this _____ day of _____, 2020.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the City of Decatur, Illinois, an Illinois municipal corporation ("City") and CHRISTINE + CATHY L BYRD dated 9-25 2020, ("Seller").

RECITALS

A. The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.

B. The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution (IL Const. 1970, Art. VII, Sec. 6(a)).

C. The City Code of the City of Decatur provides in Chapter 33 that the City may purchase property as the Council authorizes or approves.

D. The Seller desires to transfer to City the property set forth in this Agreement.

E. The City desires to purchase from the Seller the property set forth in this Agreement.

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

1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.
2. Subject to the terms and conditions of this Agreement, the Seller shall transfer the

following described premises ("Property") to the City: (legal description)

AW HARDY'S SUBDIVISION OF LOT 5 BLOCK 2 WM. MARTIN'S
2ND ADDITION OF OL N100 LOT 1

PIN # 04-12-14-330-015

Commonly known as 849 E. JOHNS DECATUR IL. situated in Macon County, Illinois.

3. City shall pay to the Buyer the sum of \$20,000 (\$) for purchase of the above described property, said monies to be paid to Buyer at time of settlement in the form of a City check. City and Seller agree that settlement shall

occur no later than Ninety (90) days from the date of this Agreement at which time the City shall be entitled to possession.

4. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear). To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question. Furthermore, the following items, if present on the property at the time of the City's offer and not excluded below, are included in this sale.

The following items are included: OVEN, STOVE, REFRIGERATOR
WASHER, DRYER, BUILT-INS

The following items are excluded: _____

5. The Seller shall not provide title insurance; however, City may obtain title insurance on its own discretion and at its own cost.
6. At settlement, the Seller shall deliver to the City a warranty deed to the Property in such form and together with such documentation as shall be required for recording said deed. City agrees to pay for transfer tax stamps, the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership and any other additional documents required.
7. Seller shall be responsible for all Real Estate Taxes accruing subsequent to Settlement date.
8. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

CITY:

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

SELLER:

CHRISTINE & CATHY BYRD
849 E JOHNS ST
DECATUR, IL 62521

9. City and Seller represent to each other that each has retained and relied or had the Opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. City and Seller represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.
10. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.
11. This Agreement is expressly contingent upon payment of the agreed purchase price by City to Seller.
12. This is an enforceable Agreement placing specific obligations on the City and the Seller. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.
13. Time shall be considered to be of the essence of this Agreement.
14. Seller is advised to review all easements, government regulations and restrictions before entering into this Agreement and to seek legal advice if assistance is required.
15. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter there being

NO ORAL REPRESENTATIONS. Seller represents that Seller has been advised by City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.

16. The warranties and agreements contained herein shall extend to and be obligated upon the heirs, executors, administrators, successors, and assigns of the parties hereto.
17. Seller acknowledges the City has inspected the property and is acquainted with the Condition thereof.
18. The following addendums and riders is/are attached hereto and made a part of this Contract:
- ☒ Disclosure of Information on Radon Hazards (required)
 - ☒ Lead Based Paint Disclosure (required for homes built prior to 1978)
 - ☒ Residential Real Property Disclosure Report (required)
19. At a prearranged time within two (2) business days, excluding Saturdays, Sundays and federal holidays, prior to date of settlement, the City shall have the right to inspect the premises and other property sold hereunder to determine that there has been no significant change in the condition of the property since the execution of this contract. If a significant change has occurred, the City may void the contract.

CITY OF DECATUR, ILLINOIS

By: _____

Mayor

Date: _____

SELLER

By: Cathy L. Byrd

Date: 9-25-2020

By: Christine Byrd

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Lead Warning Statement: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible paint hazards is recommended prior to purchase.

Seller's Disclosure

CB CB (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
s-initial

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

CB CB (b) Records and reports available to the seller (check one below):
s-initial

_____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

_____ (c) Purchaser has received copies of all information listed above.
p-initial

_____ (d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
p-initial

_____ (e) Purchaser has (check one below):
p-initial

_____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

X Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

_____ (f) Agent has informed the seller of the seller's obligation under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and correct.

Date

Date

Christine Bepko 4-25-2020
Date

Cathy T. Bepko
Date

DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies):

(a)..... Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain) _____

(b)..... Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.

CB (c)..... Seller has no knowledge of elevated radon concentrations in the dwelling.

CB (d)..... Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

(e)..... Purchaser has received copies of all information listed above.

(f)..... Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgment (initial) (if applicable)

(g)..... Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she provided is true and accurate.

Date

Christina Zepeda
Date

Date

Cathy S. Borden
Date

Agent: _____ Date _____

RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE THE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 849 E JOHNS ST. DECATUR IL.
Seller's Name(s): CHRISTINE + CATHY L. BYRD

This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act.

This information is provided as of SEPTEMBER (month) 25TH (day) 2020 (year), and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction. In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected. The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property. The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | YES | NO | N/A | |
|--|-------------------------------------|-------------------------------------|---|
| 1. ☒ | | | Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| 2. ☐ | ☒ | | I am aware of flooding or recurring leakage problems in the crawl space or basement. |
| 3. ☐ | ☒ | | I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| 4. ☐ | ☒ | | I am aware of material defects in the basement or foundation (including cracks and bulges). |
| 5. ☐ | ☒ | | I am aware of leaks or material defects in the roof, ceilings, or chimney. |
| 6. ☐ | ☒ | | I am aware of material defects in the walls or floors. |
| 7. ☐ | ☒ | | I am aware of material defects in the electrical system. |
| 8. ☐ | ☒ | | I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| 9. ☐ | | ☒ | I am aware of material defects in the well or well equipment. |
| 10. ☐ | ☒ | | I am aware of unsafe conditions in the drinking water. |
| 11. ☐ | ☒ | | I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| 12. ☐ | ☒ | | I am aware of material defects in the fireplace or woodburning stove. |
| 13. ☐ | ☒ | | I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| 14. ☐ | ☒ | | I am aware of unsafe concentrations of radon on the premises. |
| 15. ☐ | ☒ | | I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |

16. X I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
17. X I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
18. X I am aware of current infestations of termites or other wood boring insects.
19. X I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
20. X I am aware of underground fuel storage tanks on the property.
21. X I am aware of boundary or lot line disputes.
22. X I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
23. X I am aware this property has been used for the manufacture of methamphetamine as defined in Section 10 of the MCCPA.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected. If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

 _____ Check here if additional pages used: _____

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: *Christine Byrd* Date: 9-25-2020
 Seller: *Cathy A. Byrd* Date: 9-25-2020

THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Buyer: _____ Date: _____

Buyer: _____ Date: _____