



**Monday, August 7, 2023**  
**5:30 PM**  
**City Council Chamber**

## **CITY COUNCIL AGENDA**

### **I. Call to Order**

1. Roll Call
2. Pledge of Allegiance

### **II. Proclamations and Recognitions**

### **III. Appearance of Citizens**

#### Policy relative to Appearance of Citizens:

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

### **IV. Approval of Minutes**

Approval of Minutes of July 17, 2023 City Council Meeting

### **V. Unfinished Business**

### **VI. New Business**

1. Resolution Authorizing Approval of Proposal from LeaderGov for Leadership Development
2. Resolution Authorizing Approval of Proposal from Old King's Orchard Community Center for Violence Intervention Services
3. Resolution Providing for a Feasibility Study on the Designation of a Portion of the City of Decatur, Illinois as a Redevelopment Project Area and To Induce Development Interest within Such Area
4. Resolution Authorizing a Professional Services Agreement between the City of Decatur and PGAV Planners, LLC for Conducting Eligibility Studies and Preparing TIF Development Plans
5. Resolution Authorizing Agreements with U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) Funds and HOME Investment Partnership (HOME) FY2023 Grant Funds
6. Resolution Authorizing Amendment To Agreement With Shemilah Outreach Center For Clean-Up Green-up Initiative

7. Resolution Authorizing Sub-Recipient Agreement Between City of Decatur and Inherited Services For Clean-Up Green-Up Initiative
8. Resolution Authorizing Acceptance of Recruitment and Retention Grant Awarded to the Decatur Police Department by the Illinois Law Enforcement Training and Standards Board
9. Resolution Accepting the Proposal and Authorizing the Execution of an Agreement for Professional Services for the Electric Vehicle Readiness Plan with CDM Smith
10. Resolution Accepting Customer Truck One Source for the Sourcewell Contract Purchase of One (1) 2024 Freightliner Bucket Truck
11. Resolution Accepting the Bid of Homer Tree Care, Inc. for Lake Embankment Tree and Shrub Removal
12. Resolution Approving Expenditure of City Funds for Implementation of Office 365 Exchange Online with Presidio Networked Solutions Group, LLC
13. Resolution Authorizing Renewal of Tyler Technologies, Inc. Maintenance and Support for Court Case Management Suite
14. 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 4117 Dean Drive
  - B. Ordinance Annexing Territory 3080 East Mound Road
  - C. Ordinance Annexing Territory 2705 Southland Road
  - D. Resolution Authorizing the Purchase of Property Located at 1570 W. Forest Avenue, in Decatur, Illinois
  - E. Resolution Authorizing Contribution to Decatur-Macon County Area Crimestoppers
  - F. Resolution Authorizing City of Decatur to Enter into Purchase Agreement for Purchase of Three (3) Fire Apparatus from MacQueen Emergency, St. Paul, Minnesota and Agreement for Debt Financing of Apparatus
  - G. Resolution Approving Appointments - Zoning Board of Appeals

**VII. Other Business**

**VIII. Adjournment**

**SUBJECT:** Approval of Minutes of July 17, 2023 City Council Meeting

**ATTACHMENTS:**

Description

Type

Minutes of July 17, 2023 City Council  
Meeting

Backup Material

## CITY COUNCIL MINUTES

Monday, July 17, 2023

On Monday, July 17, 2023, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Ms. Kathy Williams, President of Coalition of Neighborhood Organizations (CONO), read a proclamation declaring August 1, 2023 “National Night Out” in Decatur.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Allan Jackson, Evelyn Hood, Abeer Motan, Austin Yutzy, Dwayne Jones and Monica Cruz.

Council members responded to citizens’ comments concerning fireworks.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the June 20, 2023, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

City Manager Wrighton presented the Treasurer’s Financial Report.

2023-45 Ordinance Annexing Territory 4469 Commercial Crossing, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the following two Resolutions as they both related to the same property.

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

2023-46 Ordinance Rezoning Property from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District – 4469 N Commercial Crossing, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

R2023-137 Resolution Authorizing Contract for Pay and Benefits for I.A.F.F. Local 505 Fire Association, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution and Council members provided comments.

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

R2023-138 Resolution Authorizing the Purchase of Twelve (12) Opticom GPS Intersection Radio Units and Accessories from Traffic Control Corporation for Emergency Vehicle Preemption Systems, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Fire Chief Jeff Abbott gave an overview of the Resolution.

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

Councilman Ed Culp exited the City Council meeting at 6:13 p.m.

R2023-139 Resolution Authorizing the Installation of Twelve (12) Opticom GPS Intersection Radio Units and Accessories by Egizii Electric Inc for Emergency Vehicle Preemption Systems, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-140 Resolution Authorizing City of Decatur to Enter into a Purchase Agreement for the Purchase of Three (3) Pierce Saber Fire Apparatus and Agreement for Debt Financing of Apparatus, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Council members held a discussion on financing options.

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

2023-47 Ordinance Amending City Code Chapter 54.1 Video Gaming License, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

Mr. Allan Jackson spoke about the proposed amendments to the Ordinance.

Council members held a discussion on the proposed amendments.

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

2023-48 Ordinance Amending City Code Chapter 56 Refuse and Recyclables Removal, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

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

R2023-141 Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford Inc. for the Purchase of One (1) 2022 Ford F-450 Chassis, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Public Works Director Matt Newell gave an overview of the Resolution.

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

R2023-142 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Hoerr Construction, Inc. for 2023 Trenchless Long Lining Repairs Project, City Project

2023-28, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Public Works Director Matt Newell gave an overview of the Resolution.

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

R2023-143 Resolution Accepting Execution of a Grant Agreement Between the State of Illinois, Illinois Environmental Protection Agency and the City of Decatur, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Public Works Director Matt Newell gave an overview of the Resolution.

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

R2023-144 Resolution Authorizing Approval of Master Contract, Addendums to the Master Contract Between the State of Washington and Gillig, LLC with Additional State of Illinois Clauses Permitting the City of Decatur to Purchase E-Gen Flex Hybrid Buses, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Ms. Lacie Elzy, Director of Transportation Services, gave an overview of the Resolution and answered questions from Council members.

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

R2023-145 Resolution Authorizing Execution and Agreement of FY2024 Transit Downstate Operating Grant Agreement with Illinois Department of Transportation, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Ms. Lacie Elzy, Director of Transportation Services, gave an overview of the Resolution.

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

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through I. and asked if any Council member wished to remove an item from the Consent Agenda Calendar.

Councilman Horn wished to remove Item G. from the Consent Agenda Calendar. The Clerk read items A., B., C., D., E., F., H. and I.:

2023-49 Item A. Ordinance Annexing Territory 3370 Burt Drive

R2023-146 Item B. Resolution to Appropriate Motor Fuel Tax Funds for Local Public Agency General Maintenance

R2023-147 Item C. R2023-130 Resolution Authorizing Supplement #1 to the Professional Services Agreement with Alfred Benesch & Company for the Comprehensive Operations Analysis Project City Project DPTS 2022-05

R2023-148 Item D. 2023-37 Resolution Regarding Temporary Closing of State Rights-of-Way Community Events - Shoreline Classic

2023-50 Item E. Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Decatur Area Arts Council - Arts in Central Park 2023

2023-51 Item F. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 2200 Block East Hickory Street Between North 22nd Street and North 23rd Street Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America

R2023-149 Item H. 2023-41 Resolution Authorizing Action Regarding Unsafe Structures

R2023-150 Item I. 2023-42 Resolution Approving Appointment - City Plan Commission

Councilwoman Gregory moved Items A., B., C., D., E., F., H. and I. be approved by Omnibus Vote; seconded by Councilman Kuhle, and on call of the roll, Council members Chuck Kuhle, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Receiving and Filing of Minutes of Boards and Commissions, was presented. Councilwoman Gregory moved the motion do pass, seconded by Councilman Kuhle.

Councilman Horn commented on meeting minutes of the City Plan Commission regarding personal service uses.

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

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

Council members expressed thanks to the Municipal Services Division for their efforts in the storm cleanup and street patching throughout Decatur. Council members thanked the organizers of the Decatur Lakefest for a job well done.

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

There being no further business, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the City Council meeting be adjourned, seconded by Councilman Kuhle and upon call of the roll, Council members Chuck Kuhle, Dennis Cooper, Pat

McDaniel, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:56 p.m.

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

City Clerk

**DATE:** 7/31/2023

**MEMO:**

**TO:** Lisa Gregory, Mayor Pro Tem  
City Council Members

**FROM:** Scot Wrighton, City Manager

**SUBJECT:** Resolution Authorizing Approval of Proposal from LeaderGov for Leadership Development

**SUMMARY RECOMMENDATION:** See attached memo.

**ATTACHMENTS:**

| Description | Type              |
|-------------|-------------------|
| Memo        | Cover Memo        |
| Resolution  | Resolution Letter |
| Proposal    | Backup Material   |

August 3, 2023

TO: Mayor Pro-Tem Lisa Gregory & Members of the Decatur City Council

FROM: Scot Wrighton, City Manager

RE: Training Agreement

The city of Decatur is fortunate to have employees at all levels of the organization who are very knowledgeable in the technical and theoretical aspects of their jobs, and who have a considerable depth of practical experience in their chosen fields of public service. The city has always invested in technical skill development, but it has not invested as much in employees' leadership, supervisory and "soft skills." Soft skills include leadership concepts, managing teams, delegation methods, effective communications, time and project management, proper uses of power and influence, conflict management, creative and analytical problem-solving, motivating others, coaching subordinates, understanding different work styles and personality traits and connecting this to the workplace, as well as change management.

Too many organizations neglect the importance of "soft" people-skills training—especially in their supervisors and managers. This kind of interactive training was sidelined for a few years, in part, by COVID; but even before the pandemic, some organizations assumed that these aspects of managing and leading others was something employees would somehow pick-up on their own. I believe that soft skills and leadership training is one of the most effective ways to invest in the future of the organization and in the city's current supervisors and managers.

After discussions with several potential vendors, we have developed a customized training program just for the city of Decatur with a provider specializing in delivering this kind of training to local governments—LeaderGov. All but two of the training sessions will involve in-person learning. A summary of the training sessions is attached. Only LeaderGov was willing to create a program customized to the city of Decatur. The FY 2023 budget sets aside \$24,900 for this training, and this amount is included in the budget's line-item detail. However, the cost of the program will be \$36,000 plus faculty travel expenses, so council approval is required to move forward. If the contract is approved by the council, the training sessions will take place over several months, and conclude before the holidays. The expenditure differential will be charged either to council contingency or to the travel and training line items of individual departments who will make up the initial cadre of 15 to 18 participants.

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

**RESOLUTION AUTHORIZING APPROVAL OF PROPOSAL FROM  
LEADERGOV FOR LEADERSHIP DEVELOPMENT**

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

**Section 1.** That the proposal presented herewith to the City Council from LeaderGov for leadership development, be and the same is hereby, received, placed on file and approved.

**Section 2.** That the City Manager and City Clerk be, and they are hereby, authorized and directed to execute said Proposal between the City of Decatur and LeaderGov for a cost not to exceed \$36,000 plus travel faculty expenses.

**PRESENTED AND ADOPTED** this 7<sup>th</sup> day of August 2023.

\_\_\_\_\_  
Lisa Gregory, Mayor Pro Tem

ATTEST:

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



## Decatur IL Leadership Development Scope of Work Proposal

Prepared by LeaderGov

July 13, 2023

## Introduction

We are pleased offer the following scope of work proposal for the city of Decatur to assist in the development of 16 of your key leaders. Thank you for the opportunity to work with you and the city and we look forward to getting to know each of you and being a part of your success as leadership staff.

## SESSION 1 AND 2

### 8:30 – 11:30 Day 1 AM

**Self-Awareness:** Use of the DISC and an emotional intelligence assessment to enable participants to better understand their own personality and interpersonal skills. DISC assessment is to be completed prior to the workshop. Participants will be expected to read their report in advance. This morning session will include time to discuss parts of each person's report and small group discussion about what they learned.

**Leadership Styles:** At a high level discuss the predominate leadership styles and how your approach to leadership may be impacted by your personality. (1-hour)

### 1:00 – 4:00 Day 1

**What is Leadership:** Understanding the difference between Leadership and Management.

**Problem Solving:** Apply leadership and management to analytical and creative problem-solving.

### 8:30 – 11:30 DAY 2

**Icebreaker:** (Personal values how they are connected to your DISC style personality and how you see leadership)

**Empowerment:** Workshop include ways to empower others via delegation and decentralized decision-making

### 1:00 – 4:00 DAY 2 PM

**Accountability:** Consider why we tend to not hold others accountable and how our personalities may account for our approach to accountability. This workshop will include how to hold others accountable and how accountability has a direct relationship to successful outcomes for the City.

## Session 3 (remote delivery)

**Application and Assignments:** Roughly 2 weeks after the first two days of workshops, hold a Zoom-based team discussion of the assignments including any areas of concern or need. In small groups, allow the participants to share what they have implemented and what the outcome was.

**Managing Workplace Stress:** This 4-hour session also includes 60-90-minutes on Managing Workplace Stress and helping team members with stress.

## SESSION 4 AND 5

Sessions 4 and 5 will be two days with approximately 6 hours each day, require the facilitator to attend in person, and be back-to-back, covering the following topics:

### 8:30 – 11:30 AM Day 4

**Motivating Others:** Session on how to give effective feedback, encouragement, how to coach employees using the GROW model and how to encourage (as contrasted with recognition); how to customize your motivation based on their personality (DISC)

### 1:00 – 4:00 PM Day 4

**Change Management:** Leading positive change, managing dynamic change so the City's outcomes can be realized. Related problem solving from Day One as a tool for change.

### 8:30 – 11:30 AM Day 5

**Power and Influence:** Effective uses of power and influence to persuade, inspire and lead successfully (Note: Mr. Wrighton to assist with content for this workshop)

### 1:00 – 4:00 PM Day 5

**Effective Communication:** Individual and team communication including speaking, receiving, active listening, authentic communication, empathy, and team meeting communication.

## Session 6 and 7

### 8:30 – 11:30 AM Day 6

**Teamwork:** How to build effective teams and team-building exercises and best practices.

**1:00 – 4:00 PM Day 6**

**Conflict Management:** How to assessment conflict and how to approach and address if for maximum success.

**Team Trust:** How to build bridges of trust on a team, starting with you the leader. How to we extend trust and demonstrate trust as a leader.

**8:30 – 11:30 AM Day 7**

**Leadership Plan:** Develop your own personal improvement plan including steps you will take in related to the workshops and outside the workshop topics; what habits do you want to form and what aspects of your personality do you want to work on? Also, the plan will include how what the participant has learned will help him or her better accomplish the City's strategic plans.

**1:00 – 4:00 PM Day 7**

**Capstone Preparation:** Individual time and small group time working on the Capstone assignment and how the learning from this series helps the participant be a stronger leader and how that affects the work of their team.

## Session 8 (remote delivery)

**8:30 – 12:30 AM Session 8**

**Capstone Presentations:** Presentations of capstone projects, discussion of how learning was applied to projects and participant's own self-assessments about their leadership and management journey—with renewed focus on “leading positive change.” (16 participants x 15 min each = 4 hours); Distribute certificates of training completion.

## Proposed Timeline

|             |                                                             |
|-------------|-------------------------------------------------------------|
| Session 1-2 | Estimate week of September 11, 2023                         |
| Session 3   | Estimate September 25, 2023                                 |
| Session 4-5 | Estimate week of October 9, 2023 (Mon 10/9 is Columbus Day) |
| Session 6-7 | Estimate week of November 13, 2023                          |
| Session 8   | Estimate week of November 27, 2023                          |

## Workshop Details

- PDF Workbook for each participant
- Includes any pre-work documentation to participants.
- Will include two facilitators (Bill Stark and Tim Fenbert)
- We propose to review each session's training material roughly 2 weeks in advance to receive any suggestions and direction from Scot Wrighton regarding expanded breakouts and current or historical staff context.

## Pricing

Onsite facilitation is \$5,000 per day including modifications to content and workbooks and development of Power and Influence workshop (assistance provided by City Manager); there are 6 days onsite for a total of \$30,000. The two (2) remote 4-hour sessions at \$3,000 each including preparation for a total of \$6,000 and a grand total of \$36,000. The city will reimburse reasonable travel and expenses for each trip.

## Thank you

Thank you for the opportunity to assist you in improving the effectiveness of your leaders and teams. To ensure we agree on the essential services being provided, please sign this SOW and return to Tim Fenbert at [Tim@leadergov.com](mailto:Tim@leadergov.com).

We are excited to have your team invest in their leadership skills!



\_\_\_\_\_  
Local Government Representative

Tim Fenbert, President

\_\_\_\_\_  
Printed Name

July 13, 2023

\_\_\_\_\_  
Date

*Thank you!*

LEADERGOV

☎ 844.853.2337 | 678-833-4310

✉ [info@leadergov.com](mailto:info@leadergov.com)

🌐 [www.leadergov.com](http://www.leadergov.com)

City Clerk

**DATE:** 7/31/2023

**MEMO:**

**TO:** Lisa Gregory, Mayor Pro Tem  
City Council Members

**FROM:** Scot Wrighton, City Manager

**SUBJECT:** Resolution Authorizing Approval of Proposal from Old King's Orchard Community Center for Violence Intervention Services

**SUMMARY RECOMMENDATION:** See attached memo.

**ATTACHMENTS:**

| Description                 | Type              |
|-----------------------------|-------------------|
| Memo                        | Cover Memo        |
| Resolution                  | Resolution Letter |
| OKO Peace Violence w/Budget | Backup Material   |

August 3, 2023

TO: Mayor Pro-Tem Lisa Gregory & Members of the Decatur City Council

FROM: Scot Wrighton, City Manager

RE: Agreement with Old King's Orchard Community Center (OKO,CC) for Violence Intervention Services

In addition to the CDBG-CV monies previously provided by the city to the OKO,CC for urban agriculture and a recreational field, it is recommended that the City Council now authorize the city manager to enter into a separate agreement with OKO,CC for violence prevention and youth intervention services—funded by Senator Turner's Community Development & Violence Prevention grant in the amount of \$215,000—in accordance with the attached documentation.

The City Council has already approved a general grant agreement with the State of Illinois for the disbursement of Senator Turner's grant funds. The original grant summary envisions this program expenditure, along with certain other Police Department specialized equipment purchases, and the previously announced and approved urban agriculture project with The Good Samaritan Inn. These different grant components, in the aggregate, total \$1 million.

The attached program description from the Old Kings Orchard Community Center summarizes the enactment of this portion of the Senator Turner grant, specifically setting aside monies for violence intervention and prevention in Decatur. Sadly, some violent offenders have already embraced the gang life to such an extent that this program may not turn them around. But many others, often youthful offenders or "gang wannabes", are not yet hardened and can still be diverted from destructive behaviors that lead to violence, if they are exposed to the right kind of interventions, coaching, connection to alternative activities, personal mentoring and other individualized appeals.

While this violence intervention program is a one-time investment by the city and the State of Illinois, the OKO Community Center has identified a funding source for a continuation of this program, if it is judged to be successful.

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

**RESOLUTION AUTHORIZING APPROVAL OF PROPOSAL FROM OLD KING'S  
ORCHARD COMMUNITY CENTER FOR VIOLENCE INTERVENTION SERVICES**

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

**Section 1.** That the proposal presented herewith to the City Council from Old King's Orchard Community Center for violence intervention services, be and the same is hereby, received, placed on file and approved.

**Section 2.** That the City Manager and City Clerk be, and they are hereby, authorized and directed to execute said proposal between the City of Decatur and Old King's Orchard Community Center for a cost not to exceed \$215,000.

**PRESENTED AND ADOPTED** this 7<sup>th</sup> day of August 2023.

\_\_\_\_\_  
Lisa Gregory, Mayor Pro Tem

ATTEST:

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



# Old King's Orchard Community Center

815 N. Church Street  
Decatur, Illinois 62521  
(217) 428-2782

*(Via E-mail ([wrighton@decaturil.gov](mailto:wrighton@decaturil.gov)) and First-class Mail)*

August 2, 2023

Scott W. Wrighton  
City Manager  
City of Decatur, Illinois  
One Gary K. Anderson Plaza  
Decatur, Illinois 62523-1196

Dear Mr. Wrighton:

Old King's Orchard Community Center ("OKO") is a 501(c)(3) nonprofit organization whose broadly stated mission is to provide a safe, healthy environment that offers opportunities for youth, adults, and families to improve their quality of life. We serve a part of our community that is often left behind. As much as possible, we believe in offering our participants a hand-up, as opposed to a hand-out.

We appreciate the opportunity to submit the following proposal for a violence prevention program named OKO Peace. We are seeking funding of \$215,000 from the City of Decatur to effectively implement this program and contribute to the betterment of our community by helping to prevent violence and promote peace. A breakdown of the anticipated expenditures for this initiative is attached.

**Program Description:** OKO Peace is a proactive violence prevention program that aims to intervene and transform lives before individuals resort to violence and other destructive behaviors. This program is designed with a systematic approach that begins with collaboration with the city police department to identify individuals who are at risk of violent behavior but can still be reached and guided towards a better path.

Once identified, our specially trained employees and subcontractors, known as "Interrupters", will make initial contact with these individuals. These Interrupters are tasked with breaking the immediate cycle of violence and identifying others within the individual's circle who might be considering a similar path. For example, we often hear from individuals caught up in illicit street activity that they do not want their younger siblings to follow in their footsteps. By offering to assist these family members we will gain instant credibility and help put a stop to the revolving door that so many of our youth find themselves entering.

The next stage involves another set of specially trained personnel, referred to as "Influencers", who will work closely with the identified individuals to understand the underlying issues contributing to their destructive behavior. These Influencers will develop a custom curriculum

Wrighton, Scott W.

August 2, 2023

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tailored to each individual's unique circumstances, providing them with resources and strategies to avoid violent behavior.

**Progress payments:** We propose that the City of Decatur provide funding in monthly progress payments. Each month, OKO will submit an invoice detailing the costs associated with employee/contractor compensation and other expenses required to operate the program. This method ensures accountability and transparency of fund usage.

**Evaluation and Reporting:** The progress of each individual within the program will be recorded and reported to the OKO Executive Director on a monthly basis. All communications, meetings, and activities will be documented, ensuring a clear view of each individual's journey. Identifying and sensitive details will be carefully omitted to protect each individual's privacy. This anonymized information will be made available to City officials upon request, allowing you to monitor the program's effectiveness and progress.

**Sustainability:** As the requested funding from the City is a one-time grant, OKO is committed to seeking additional and continuous funding sources to ensure the longevity of the OKO Peace program beyond the exhaustion of the grant funds. Our goal is to create a sustainable model that can be used for ongoing anti-violence initiatives in the city's urban core.

With our locations in central and eastern Decatur, we are ideally situated to meet the needs of our community and target population. The overarching aim of OKO Peace is not only to intervene in immediate potential violent situations but also to disrupt the cycle of violence by providing preventive resources and support to the family and friends of identified individuals.

We understand that this work is a journey with potential successes and setbacks. However, we firmly believe that by investing in our community's most vulnerable and laying a strong foundation of trust and mentorship, we can create a lasting impact and a safer community for all.

Thank you for allowing OKO to submit this proposal. We look forward to working together to achieve our shared goals of a safer, more peaceful Decatur.

BEST REGARDS,  
OLD KING'S ORCHARD COMMUNITY CENTER

By: \_\_\_\_\_  
DEVON JOYNER, EXECUTIVE DIRECTOR  
CHRIS ELLIS, BOARD CHAIR

CME/si

**OKO Staffing Plan**  
**City of Decatur Violence Intervention/Prevention- Doris Turner Grant**  
**August 2023**

Position: Safe Place Program Staff and Influencer

Roles: Communicate with neighborhood members on needs, work with referred (by police) youth on violence prevention behaviors, intervene with gang members or violent youth to provide options to violence, staff the safe place facility (OKO East), mentor and teach life skills to those who visit. Maintain case notes and records. Staff/Influencers will be life experienced individuals who have “street” credibility and resources.

Staff Allocation: 40 hours a week total, two individuals 20 hours a week.

Budget Allocation: \$40,000.00

Position: Cease Fire Interrupter (OKO Contractors)

Roles: As former gang members and/or leaders, these positions will work with Influencers to refer high risk youth and adults, work with cease fire curriculum and strategies within the neighborhoods and with high-risk youth.

Contractors: Two part time contractors

Budget Allocation: \$40,000.00

Position: Violence Prevention and Safe Place Coordinator (Turk)

Role: Schedule, coordinate, supervise and manage all Influencers and Interrupters, link participants to Case Advocates, obtain and refer family resources, manage the safe place facility (OKO East), report needs, record interactions and incidents.

Staff Allocation: 33% of time

Budget Allocation: \$16,500.00

Position: OKO Executive Director

Roles: Train former gang members to build an organization that will sustain violence prevention and intervention. Work with Influencers, Interrupters and Coordinator to review violence prevention strategies, case notes and develop plans to respond to neighborhood needs and incidents. Oversee the safe place house and all grant staffing and consultants.

Staff Allocation: 33% of time

Budget Allocation: \$40,000.00

Position: Youth Mentor and Neighborhood Outreach

Roles: Work with youth on their community involvement, advice on life skills and violence prevention, refer to resources. These youth will be graduates of the OKO JRI Redeployment program, who have life experiences involving violence and crime in our community. This role will also conduct community outreach to untapped youth and their siblings to discuss needs, decision making and problem solving. These youth will work outside of the school day, evenings/weekends.

Staff Allocation: 4 youth 10-15 hours a week (\$15.00 an hour)

Budget Allocation: \$32,000.00

Supplies for Participants: to include items such as food, hygiene, clothing, incentives, educational tools, phone cards

Budget Allocation: \$25,000

Occupancy of Safe Place Facility: to include a portion of cost to physically operate the safe place facility (OKO East)

Budget Allocation: \$20,000

City Clerk

**DATE:** 7/31/2023

**MEMO:**

**TO:** Lisa Gregory, Mayor Pro Tem  
City Council Members

**FROM:** Scot Wrighton, City Manager

**SUBJECT:** Resolution Providing for a Feasibility Study on the Designation of a Portion of the City of Decatur, Illinois as a Redevelopment Project Area and To Induce Development Interest within Such Area

**SUMMARY RECOMMENDATION:** See attached memo.

**ATTACHMENTS:**

| Description                       | Type              |
|-----------------------------------|-------------------|
| Memo                              | Cover Memo        |
| Central TIF Inducement Resolution | Resolution Letter |
| TIF Map                           | Backup Material   |

August 3, 2023

TO: Mayor Pro-Tem Lisa Gregory & Members of the Decatur City Council

FROM: Scot Wrighton, City Manager

RE: Proposed Creation of a New Tax Increment Financing (TIF) District

Presented for consideration are two separate agenda items which, taken together, begin the process of creating a new tax increment financing (TIF) district. A map illustrating the proposed boundaries of the new TIF district is attached; but the City Council will not be asked to finalize or formalize the map and district boundaries for many more months. Final approval of the TIF district (tentatively in January 2024) will legally set the boundaries, finalize a redevelopment plan, and begin the district's 23-year life. Between now and January, the city will contact property owners in the proposed district, conduct hearings, develop a plan for the use of TIF incentives, and comply with other legal requirements.

As recently as 2 years ago, the city of Decatur had 7 TIF districts. Since then, the Southeast TIF District was closed in 2021 and the Olde Town Redevelopment Area TIF will be closed at the end of 2023. The Near North TIF will close in approximately 3 years. The city of Decatur has been a good steward of its TIF districts—meaning it has not used TIF resources beyond the limits of each district's redevelopment plan, and the city has *not* sought to extend any of its TIFs as permitted by statute. However, with the exception of the Olde Town Redevelopment Area TIF, Decatur's TIF districts have all been single-developer driven or single-project driven districts. In other words, they have mostly been narrow in scope, and were created to help specific developers (sometimes at their request). One TIF district aided construction of the current police station; two helped Niemann Foods retail projects; two others helped different retail owner/developers on Mt. Zion Road; and one assisted the Wabash Crossing affordable housing project. TIF districts must lie wholly within the city's corporate limits.

TIF is one of the most effective economic development tools available to Illinois local governments, and it is more important now than ever before. It works by diverting the incremental property taxes created by new development into a special TIF fund administered by the city. The funds can only be used on development and redevelopment costs specifically authorized by state statute, AND which are listed and described in the council-adopted redevelopment plan for the district. For example, the law allows the use of TIF to support rehabilitation and remodeling of existing structures, but not for new construction of privately owned buildings. TIF does NOT raise property taxes, and it keeps local taxing bodies 'whole' because no local taxing district loses any of its existing equalized assessed value (EAV), or the taxes they historically receive from the EAVs in the district at the time it is created. Only the new increment is diverted, and only for the life of a project, or 23-years, whichever is less. Then the higher values are restored to the tax base, and all local taxing bodies then share the increment. TIF aids projects that would not materialize without such assistance.

The proposed TIF District anticipates: 1) providing TIF incentives to redevelopment projects that likely would not proceed if TIF was unavailable; and 2) providing long-term funding for neighborhood revitalization in the “Neighborhood United” section of the city, along with portions of several other adjacent neighborhoods. Investing in this section of the city’s urban core will help keep EAVs from declining (thus helping all local taxing districts that have territory inside the TIF district). A TIF district should be balanced, meaning that improvements in areas of the district that will not generate much increment should be weighed against areas of the district that can be expected to generate net increments—thereby stabilizing the entire district’s values when the district expires. The commercial and retail projects the proposed TIF district could assist include: the Barnes-Citizen Building, the Garfield School/Garfield Park/Lexington catalyst project, Fairview Plaza, the Oakwood District, the former Woodrow Wilson School block, one of the former Akorn Pharmaceutical factories (only the West Grand facility), and other selected central business district properties.

Several existing non-residential sites need to be redeveloped in the proposed district, or they will continue to deteriorate and eventually need to be demolished. Remodeling, renovation and repurposing of older site and buildings is expensive, and often needed redevelopment projects do not advance because of financial limitations—especially in the current economic environment. The glut of unused office space, and antiquated land and building uses, makes this problem especially acute in Decatur. In many circumstances, TIF can make the difference between a project that advances and one that does not.

In June, city staff released a request-for-proposals (RFP) to TIF legal and land use consultants. We received six professional proposals. After a careful review of all the proposals, and interviews with the top candidates, it is recommended that the City Council approve a consulting services agreement with PGAV/Armstrong Teasdale of St. Louis. PGAV will serve as the lead, and they will be assisted by the law firm of Armstrong Teasdale. Decatur has historically outsourced its TIF legal work. PGAV has considerable experience in formulating and managing TIF districts for Downstate Illinois home rule cities like Champaign, Springfield, Urbana, Galesburg, Bloomington and others. They also appeared to bring the highest level of creativity and mixed-use planning experience, and they can meet the city’s desired schedule.

In addition to approving a resolution for professional services with PGAV, it is also recommended that the City Council adopt an inducement resolution formally setting in motion a 4 to 5 month process leading to final approval of a new tax increment financing district.

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

**RESOLUTION PROVIDING FOR A FEASIBILITY STUDY ON THE  
DESIGNATION OF A PORTION OF THE CITY OF DECATUR, ILLINOIS AS A  
REDEVELOPMENT PROJECT AREA  
AND  
TO INDUCE DEVELOPMENT INTEREST  
WITHIN SUCH AREA**

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**WHEREAS**, the City of Decatur (the “City”) is authorized under the provisions of the Illinois Tax Increment Allocation Redevelopment Act, *65 ILCS 11-74.4-1, et seq.* (the “Act”), to finance redevelopment project costs in connection with redevelopment project areas established in accordance with the conditions and requirements set forth in the Act; and

**WHEREAS**, pursuant to the Act, to implement tax increment financing (TIF), it is necessary for the City to adopt a redevelopment plan(s), redevelopment project(s), designate a redevelopment project area(s) on the basis of finding that the area(s) qualify pursuant to statutory requirements, and make a finding that the redevelopment project area on the whole have not been subjected to growth and development through private enterprise and would not reasonably be anticipated to be developed without the adoption of a redevelopment plan, which plan contains a commitment to use public funds; and

**WHEREAS**, the City desires to undertake a feasibility study to determine whether findings may be made with respect to an area of the City, generally described herein, which may be added to an existing redevelopment project area, to qualify the area as a “blighted area” as defined in the Act and applicable to vacant land, and other research necessary to document the lack of growth and development through private enterprise; and

**WHEREAS**, the exact extent and boundaries of the amended redevelopment project area are not precisely defined at this time but the general area being considered is delineated on Exhibit A attached hereto, and that the actual redevelopment project area to be established may contain more or less land than that shown on Exhibit A; and

**WHEREAS**, the City has retained PGAV Planners, LLC of 200 North Broadway, Suite 1000, St. Louis, Missouri 63102, to undertake such feasibility study to: (a) determine if all or a portion of the proposed TIF area qualifies under the Act; (b) amend the existing redevelopment plan; and (c) assist with the process of review and approval of said amended redevelopment plan; and

**WHEREAS**, the City will be expending certain funds to determine eligibility of the proposed redevelopment project area and to prepare the required redevelopment plan amendment if the City decides to implement tax increment financing for all or a portion of the proposed TIF area; and

**WHEREAS**, the City may expend other funds in furtherance of the objectives of the anticipated redevelopment plan; and

**WHEREAS**, it is the intent of the City to recover these expenditures from proceeds of the TIF program, if established; and

**WHEREAS**, the City wishes to encourage developers and property owners to pursue plans for the redevelopment of the area and make such expenditures as are reasonably necessary in that regard with confidence that said expenditures may be allowable redevelopment project costs under the plan once adopted and subject to a redevelopment agreement between the City and the developer and/or property owner; and

**WHEREAS**, the purpose of the proposed redevelopment plan and project is to generate private investment in the targeted area, thereby eliminating or reducing blighted conditions and provides for the long-term sound growth of the community; and

**WHEREAS**, tax increment allocation financing utilizes the increase in real estate taxes ("tax increment") resulting from the increase in value of properties located in a redevelopment project area to pay for certain redevelopment project costs as provided for in the Act; and

**WHEREAS**, given that none of the purposes of the proposed redevelopment plan or proposed redevelopment project area is not reasonably expected to result in the displacement of residents from ten (10) or more inhabited residential units within the area, the feasibility study is not required to include the preparation of any housing impact study as described in Section 11-74.4-4.1 (b) of the Act.

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

1. That the City Council hereby finds that all of the recitals contained in the preamble to this Resolution are true, correct, and complete, and said recitals are hereby incorporated by reference hereto and made part hereof.

2. That the City Council has examined the proposed area and circumstances and at this time believes that it is reasonable to believe that a tax increment financing plan can be adopted for said area and expenditures of development costs in furtherance of the plan and potential development should be allowable project costs under the plan, provided that this resolution is not a guarantee that any such plan will be adopted, but rather an expression of the intent of the City at this time.

3. The person to contact for additional information about the proposed redevelopment project area and who should receive all comments and suggestions regarding the redevelopment of the area shall be:

Scot Wrighton  
City Manager  
1 Gary K Anderson Plaza, Decatur, IL 62523  
(217) 424-2801  
wrighton@decaturil.gov

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

YEAS: \_\_\_\_\_

NEAS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Lisa M. Gregory, Mayor Pro Tem

ATTEST:

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

Attachment: Exhibit A – Proposed Central TIF Boundary

[illegible]

 Proposed TIF District<sup>1</sup>
 Parcels
   
 Existing TIF Districts

This is a detailed street map of a section of Chicago, centered on Grand Avenue. The map uses color-coding to delineate different urban areas: Grand Avenue is highlighted in orange, the Near North area in light gray, and the Old Town area in dark gray. Major thoroughfares are labeled with their names and route numbers, including I-55 (I-90) and I-54 (I-94). The map shows a dense grid of streets, with Grand Avenue running horizontally across the top and center. Other prominent streets include Wabash Avenue, Madison Avenue, and Dearborn Avenue. The map also shows the locations of various parks and landmarks, such as the Chicago River and the Loop. The map is oriented with North at the top.

## PROPOSED TIF DISTRICT

CITY OF DECATUR, IL

A horizontal number line with tick marks at 0, 500, and 1,000. The word "Feet" is written below the line.



City Clerk

**DATE:** 7/31/2023

**MEMO:**

**TO:** Lisa Gregory, Mayor Pro Tem  
City Council Members

**FROM:** Scot Wrighton, City Manager

**SUBJECT:** Resolution Authorizing a Professional Services Agreement between the City of Decatur and PGAV Planners, LLC for Conducting Eligibility Studies and Preparing TIF Development Plans

**ATTACHMENTS:**

| Description                      | Type              |
|----------------------------------|-------------------|
| Resolution                       | Resolution Letter |
| Decatur TIF Consulting Agreement | Backup Material   |

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

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH  
PGAV PLANNERS, LLC FOR CONDUCTING ELIGIBILITY STUDIES AND  
PREPARING TIF DEVELOPMENT PLANS**

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

**Section 1.** That the Professional Services Agreement presented herewith to the City Council, between the City of Decatur and PGAV Planners, LLC, be and the same is hereby, received, placed on file and approved.

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

**PRESENTED AND ADOPTED** this 7<sup>th</sup> day of August 2023.

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Lisa Gregory, Mayor Pro Tem

ATTEST:

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Kim Althoff, City Clerk

CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF DECATUR, ILLINOIS AND PGAV PLANNERS, LLC  
(Proposed Central TIF Redevelopment Project Area)

**THIS AGREEMENT** is entered into on the date and by execution shown hereafter, by and between the City of Decatur, Illinois (hereinafter referred to as the “City”) and PGAV Planners, LLC, (hereinafter referred to as “PGAV”).

WITNESSETH:

**Whereas**, the City is interested in the development and improvement of areas within the City utilizing the Tax Increment Allocation Redevelopment Act, 65 ILCS, 5/11-74.4-1 et. seq., as amended (the “TIF Act”) to facilitate development in the area; and

**Whereas**, the City desires to explore the feasibility of establishing a tax increment finance redevelopment project area in an area shown in **Exhibit A**, attached herein (the “Project Area”); and

**Whereas**, in order to establish a new TIF redevelopment project area, the City wishes to retain PGAV to undertake an eligibility study to determine if all or a portion of the Project Area is eligible under the applicable provisions of the Act; and

**Whereas**, in the event all or a portion of the Project Area is eligible for designating as a TIF redevelopment project area, the City may direct PGAV to prepare a redevelopment plan for this area, pursuant to the scope of services described herein; and

**Whereas**, PGAV is duly experienced in conducting eligibility studies and preparing TIF redevelopment plans.

**Now, Therefore**, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

A. Interested Parties Registry

PGAV will assist the City in complying with the requirements of the Act regarding the “interested parties registry.” This assistance includes providing the City with drafts of the following:

1. A newspaper notice of registration for the interested parties registry regarding the proposed TIF district.
2. An updated TIF interested parties registration form.

## B. Eligibility Analysis

1. The Project Area being considered for use of tax increment financing is shown on **Exhibit A**, which is attached hereto and hereby made a part of this Agreement.
2. PGAV will advise the City on actions that will be necessary for the parcels within the study area to qualify as a “conservation” and/or “blighted” area, as defined in the TIF Act.
4. PGAV will also analyze and document the trends in property values based on Macon County real property assessment records.
5. PGAV will recommend a final boundary for the TIF Area. Upon concurrence by the City’s point of contact, PGAV will prepare findings on eligibility and incorporate said findings in the Redevelopment Plan as described in Task C below, if the City decides to move forward with the Redevelopment Plan.

## C. Redevelopment Plan

If the study Area qualifies under the TIF Act and at the request of the City, PGAV will prepare a Redevelopment Plan for the Project Area. This Plan will include as provided for in the TIF statute:

1. Redevelopment Plan/Statutory Requirements:
  - a. Redevelopment plan objectives.
  - b. Generalized land use to apply for the Project Area.
  - c. Description of private projects and necessary public actions.
  - d. Implementation strategy.
  - e. Estimated redevelopment project costs.
  - f. Estimate of equalized assessed value of the Project Area after redevelopment.
  - g. The eligibility findings for the Project Area as documented in Task C of this scope of services.
  - h. Include documentation that "but for TIF" the Plan will not be implemented.
  - i. Include evidence that the subject Project Area has not been subject to growth and development by private enterprise as may be revealed from assessed value data and/or building permit records.
  - j. Taxing district impacts.
2. Exhibits:

PGAV will prepare the following maps and/or exhibits, as deemed necessary by PGAV, to document the Redevelopment Plan.

- a. Redevelopment Project Area Map for the Project Area.
- b. General Land Use Plan.
- d. Estimated Redevelopment Project Costs.
- e. Parcel key map indexed to a list of County Permanent Identification Numbers (PINs), property owners, and most recent equalized assessed valuation (EAV).

#### D. Review & Approval Process

1. PGAV will prepare, for the City's use, a schedule that documents the Redevelopment Plan review and approval process for the proposed Redevelopment Project Area. Included in this schedule will be dates for publications and mailing of required notices pursuant to the requirements of the Act.
2. PGAV will provide guidance to the City in the formal approval process of the Redevelopment Plan. This shall include general advice regarding schedule tasks and the drafting of ordinances, notices, and resolutions.
3. PGAV will attend a strategic planning meeting with the City Manager prior conducting fieldwork for the project area. PGAV will also present the proposed Redevelopment Plan at the Joint Review Board meeting and at the required public hearing. This scope provides for not more than one (1) meeting each for these purposes for a total of three trips for meeting attendance and an additional trip for fieldwork.

#### II. INFORMATION TO BE PROVIDED OR TASKS TO BE UNDERTAKEN BY THE CITY

The City will provide (or cause to be provided by others) the following:

- A. A person to serve as a point of contact for the City, who will interact with PGAV staff and be responsible for tasks to be completed by the City.
- B. Provide, or cause to be provided, a digital base map of the Study Area with appropriate ArcGIS shape files. Said digital map files, at a minimum, shall include parcels, street names, water features, PIN numbers and high-resolution aerial photography if available.
- C. Prepare the legal boundary description of the proposed Redevelopment Project Area.
- D. If necessary, accomplish any necessary amendments to the City's Comprehensive Plan so that the proposed uses contained in the TIF redevelopment plan are consistent with the Comprehensive Plan for the City as a whole.
- E. Be responsible for the publication of the required public hearing notices in the local newspaper and mailing of various required notices to taxing districts, property owners within the Redevelopment Project Area and residential addressees within 750 feet of the proposed Project Area boundary. The City will be responsible for ensuring that such publications and mailings take place in accordance with the schedule prepared by PGAV under Section I of this Agreement.
- F. Provide any other information that may be relevant to determining eligibility.

#### III. TIMING OF PERFORMANCE

Upon signing of this Agreement, PGAV will commence services as provided herein. PGAV shall complete the assignment in accordance with a work schedule to be mutually prepared by PGAV and the City.

#### IV. FEE & METHOD OF COMPENSATION

- A. Compensation for the completed services associated with Tasks A through D of the Scope of Services shall be \$39,500, exclusive of reimbursable expenses as stated below. The method of compensation shall be in a lump sum, or fixed fee, basis billed monthly according to the labor spent on the Tasks outlined in the Scope of Services.

- B. Reimbursable expenses will consist of reasonable travel expenses, local mileage, express delivery charges, photographic expenses, or the cost of printing or other reproduction of documents. Such expenses will be billed at their direct cost to PGAV. Reimbursable expenses shall not exceed \$1,000 without prior written consent from the City.
- C. Payments to PGAV for services and reimbursable expenses are due within 30 days after receipt of our statement. If no payment has been received within 60 days after receipt of our initial statement, PGAV will suspend services under this Agreement until PGAV has been paid in full the amounts due for services and expenses.

## V. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT

The scope of the work to be performed by PGAV shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this Agreement:

- A. Revisions to the Eligibility Study or TIF Redevelopment Plan if the boundaries of the Project Area change after completion of the Joint Review Board meeting. If the City wishes to alter the boundaries to include additional properties or exclude certain properties after the meeting of the Joint Review Board, PGAV will provide an addendum to this contract and commence work after the addendum is approved by the City;
- B. Undertaking special studies such as market studies, economic impact studies, traffic impact studies, and any other special studies that may be useful to the City in making decisions on specific development proposals within the Project Area;
- C. Preparation of a Housing Impact Study. It is assumed that the final project will not result in the displacement of 10 or more inhabited residential units.
- D. Preparation of the required annual TIF reports that are required to be submitted to the Illinois Comptroller's Office;
- E. Preparation of tax increment revenue history or projections to be used in support of issuance of TIF bonds or other obligations or reporting on any outstanding bond issues.
- F. Preparation of and/or review of redevelopment agreements between the City and private parties wishing to receive TIF assistance.
- G. Attendance at more than one meeting each for the JRB meeting and the public hearing before the City Council.

These services shall be considered additional work beyond the scope of this Agreement. These services may be provided at additional cost subject to a written scope of services for any such task(s) along with the fee to be paid. Any such work must be approved by the City and provided for in the form of a written addendum to this or separate Agreement.

## VI. PROJECT STAFFING & MANAGEMENT

- A. PGAV hereby agrees to provide the qualified professional, technical, and clerical staff available within the firm to conduct the work in accordance with the tasks as outlined in Section I of this Agreement.

- B. If, in the opinion of PGAV and the City, a particular assignment (e.g., extra services) requires specialized expertise not available within the PGAV staff, the accomplishment of such tasks may be achieved through subcontract with firms or individuals subject to prior approval of the City.

#### VII. TERMINATION OF AGREEMENT

If, for any reason, the City wishes to terminate this Agreement, the City shall notify PGAV in writing. The date of said termination shall occur upon receipt of the written notice of termination by PGAV via email or U.S. Postal Service. The City will pay to PGAV an amount representing the percentage complete of the work performed to the date of termination, plus any reimbursable expenses which have been incurred by PGAV to that date.

#### VIII. MISCELLANEOUS PROVISIONS

The Scope of Services, provided in Section I of this Agreement, is based upon the provisions of the most recent version of the TIF Act. Should anything occur that would cause the TIF Redevelopment Plan to be prepared and processed under the terms of any subsequent amendments, the applicable portions of this Agreement shall be amended as appropriate.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

CITY OF DECATUR, ILLINOIS

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

\_\_\_\_\_  
Lisa M. Gregory, Mayor Pro Tem

ATTEST:

PGAV PLANNERS, LLC

\_\_\_\_\_  
Adam Stroud  
Associate Director

\_\_\_\_\_  
Andy Struckhoff  
President



**SUBJECT:** Resolution Authorizing Agreements with U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) Funds and HOME Investment Partnership (HOME) FY2023 Grant Funds

**ATTACHMENTS:**

| Description | Type              |
|-------------|-------------------|
| Memo        | Cover Memo        |
| Resolution  | Resolution Letter |
| Agreement   | Backup Material   |

**ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM**  
**No. 23-13**

August 4, 2023

**TO:** Mayor Pro Tem Lisa Gregory and City Council Members

**FROM:** Scot Wrighton, City Manager  
Cordaryl “Pat” Patrick, Director of Economic & Community Development  
Richelle L. Dunbar, Asst. Dir. of Economic & Community Development

**SUBJECT:** Adoption and Authorization of FY23 Annual Action Plan  
Community Development Block Grant (CDBG) and HOME Investment  
Partnership (HOME) funds

**RECOMMENDATION:** Staff recommends adoption of the FY23 Annual Action Plan for CDBG and HOME funds. The U. S. Department of Housing and Urban Development reviewed and approved the City’s FY23 Annual Action Plan. This year’s allocation includes \$1,319,714 in Community Development Block Grant (CDBG) funds and \$446,119 in HOME Investment Partnership (HOME) funds.

**BACKGROUND:** In accordance with the guidelines set forth by the U. S. Department of Housing and Urban Development (HUD), the Neighborhood Revitalization Division develops an Annual Action Plan. The Annual Action Plan describes funding allocations for fiscal year 2023 along with strategic implementation of the priorities identified in the City’s Five Year FY2020-2024 Consolidated Plan. The City Council reviewed and approved the CDBG and HOME funds during the adoption of the FY23 budget.

The FY23 Annual Action Plan is available for public review in three locations: Decatur Public Library, Decatur Housing Authority Administrative Office, and the Economic & Community Development Department. The final approved plan is available for review on the City’s website.

**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 Dunbar, Asst. Dir., or Economic & Community Dev., at 424-2864 or e-mail [rdunbar@decaturil.gov](mailto:rdunbar@decaturil.gov)

**BUDGET/TIME IMPLICATIONS:** None

**RESOLUTION AUTHORIZING AGREEMENTS WITH U.S.  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)  
FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG) &  
HOME INVESTMENT PARTNERSHIP (HOME) FUNDS FY2023**

**WHEREAS**, the City of Decatur desires to continue our partnership with U.S. Department of Housing and Urban Development (HUD) to bring funding to our community and;

**WHEREAS**, the City has provided millions of dollars to low and moderate-income residents and expanded opportunities for these same residents and;

**WHEREAS**, the Mayor and City Council agree accepting these grants are in the best interests of the City of Decatur.

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

**Section 1.** That the allocation of \$1,319,714 CDBG and \$466,119 HOME funds as outlined in the FY23 Action Plan be, and the same are, hereby approved, adopted and placed on file.

**Section 2.** That the City Manager or his designee, are hereby recognized and directed to sign said agreements, and City Clerk to seal and attest said grant agreements related to funds received on behalf of the City of Decatur.

**Section 3.** That the Economic & Community Development Director or his designee, are hereby recognized to sign, seal and attest said agreements, environmental reviews, expenditures, and other documents related to funds received from HUD on behalf of the City of Decatur.

PRESENTED AND ADOPTED this August 7, 2023.

---

LISA GREGORY, MAYOR PRO TEM

ATTEST:

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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 1/31/2025

|                                                                                                                            |                                                  |                                                         |
|----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------|
| 1. Name of Grantee (as shown in item 5 of Standard Form 424)<br>City of Decatur                                            | 3a. Grantee's 9-digit Tax ID Number<br>376001308 | 3b. Grantee's 9-digit DUNS Number<br>HCL3MP6L8XV5 (UEI) |
| 2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)<br>1 Gary K Anderson PLZ<br>Decatur, IL 62523-1005 | 4. Date use of funds may begin<br>05/01/2023     |                                                         |
|                                                                                                                            | 5a. Project/Grant No. 1<br>B-23-MC-17-0008       | 6a. Amount Approved<br>\$1,319,714.00 (by this action)  |
|                                                                                                                            | 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)<br>Donald G. Kathan                                                     |                                | Grantee Name (Contractual Organization)<br>City of Decatur |                   |
| Title<br>CPD Director                                                                                                              |                                | Title                                                      |                   |
| Signature<br><br>DocuSigned by:<br>A55ACBA38CF433 | Date (mm/dd/yyyy)<br>7/10/2023 | Signature<br>X                                             | Date (mm/dd/yyyy) |

|                                                                                           |                                                                                                                       |                                                  |                                                                                                                                             |
|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 7. Category of Title I Assistance for this Funding Action:<br><br>Entitlement, Sec 106(b) | 8. Special Conditions<br>(check one)<br><input type="checkbox"/> None<br><input checked="" type="checkbox"/> Attached | 9a. Date HUD Received Submission<br>(mm/dd/yyyy) | 10. check one<br><input checked="" type="checkbox"/> a. Orig. Funding Approval<br><input type="checkbox"/> b. Amendment<br>Amendment Number |
|                                                                                           |                                                                                                                       | 9b. Date Grantee Notified<br>(mm/dd/yyyy)        |                                                                                                                                             |
|                                                                                           |                                                                                                                       | 9c. Date of Start of Program Year<br>05/01/2023  |                                                                                                                                             |

|                                                    |                |  |  |
|----------------------------------------------------|----------------|--|--|
| 11. Amount of Community Development<br>Block Grant |                |  |  |
| a. Funds Reserved for this Grantee                 | FY 2023        |  |  |
| b. Funds now being Approved                        | \$1,319,714.00 |  |  |
| c. Reservation to be Cancelled<br>(11a minus 11b)  |                |  |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| 12a. Amount of Loan Guarantee Commitment now being Approved<br>N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                | 12b. Name and complete Address of Public Agency               |
| <b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b><br>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<br>X                                                |

**HUD Accounting use Only**

| Batch                         | TAC | Program                         | Y | A            | Reg | Area             | Document No. | Project Number | Category | Amount      | Effective Date<br>(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 |                                |   |

## 8. Special Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2030. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2030.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed 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 Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

| <u>Administering<br/>Department/Agency</u> | <u>Indirect cost rate</u> | <u>Direct<br/>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.

- (c) In addition to the conditions contained on 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.
- (d) The grantee shall ensure that no CDBG 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.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG 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.
- (f) 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.
- (g) CDBG 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 - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).
- (h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

**SUBJECT:** Resolution Authorizing the City Manager and/or Economic & Community Development Director to Amend Agreement with Shemilah Outreach Center for the "Clean-up Green-up Initiative"

**ATTACHMENTS:**

Description

Type

Memo

Cover Memo

Resolution

Resolution Letter

Agreement

Backup Material

# **ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM**

## **No. 23-14**

August 7, 2023

**TO:** Mayor Pro Tem Lisa Gregory and City Council Members

**FROM:** Scot Wrighton, City Manager  
Cordaryl “Pat” Patrick, Director of Economic & Community Development  
Richelle L. Dunbar, Asst. Dir. of Economic & Community Development

**SUBJECT:** Resolution authorizing Third amended Agreement with Shemilah Outreach Center.

**RECOMMENDATION:** Staff recommends adoption of the amended Agreement with Shemilah Outreach Center to continue the Clean-Up Green-Up Initiative within the Johns Hill neighborhood. This would include an additional funding of \$150,000 to continue efforts within the neighborhood along with tree removal requested by residents and will extend the current agreement to December 2024.

**BACKGROUND:** The Howard Buffet Foundation provided financial support to the City of Decatur for projects aligned with the goals, strategies, mission and vision of the Foundation and the City of Decatur. Shemilah Outreach received \$100,000 in May 2021 and \$175,000 in November 2022. They have completed 62 projects within the Johns Hill area.

The Clean-Up Green-Up Initiative is designed to empower residents and youth by providing resources, tools, and guidance to remove litter, debris, overgrown shrubs, trees, electronics, small structures, and grass cutting. Landscaping will also be provided to enhance the neighborhood, create a sense of place, and grow green spaces. Residents are offered a one-time clean-up at no cost. Each resident will work at least 1 hour as part of the program. Shemilah has subcontracted with a tree removal company. Youth are paid to assist with cleanups.

The City of Decatur entered into an agreement with Shemilah Outreach Center, a local nonprofit in May 2021. The current resolution ends in December 2023. This amendment will end in December 2024.

**POTENTIAL OBJECTIONS:** Staff is not aware of objections.

**INPUT FROM OTHER SOURCES:** Community Partners

**STAFF REFERENCE:** Should the City Council have any questions, please contact Richelle L. Dunbar at [rdunbar@decaturil.gov](mailto:rdunbar@decaturil.gov) or 217-424-2864.

**BUDGET/TIME IMPLICATIONS:** None

**RESOLUTION AUTHORIZING  
AMENDMENT TO AGREEMENT WITH SHEMILAH OUTREACH  
CENTER FOR CLEAN-UP GREEN-UP INITIATIVE**

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

Section 1. That the City Manager or his designee and the City Clerk are hereby authorized to enter into an amendment to the Agreement with Shemilah Outreach Center for the Clean-Up Green-Up initiative entered into in May 2021 to extend the term of the Agreement to December 2024 and increase payment by an additional \$150,000.

PRESENTED AND ADOPTED this 7<sup>th</sup> day of August 2023.

---

LISA GREGORY, MAYOR PRO TEM

ATTEST:

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CITY CLERK

**CITY OF DECATUR**  
**Clean-Up Green-Up Initiative**  
**SUBRECIPIENT AGREEMENT**

This Clean-Up Green-Up Initiative Agreement (“AGREEMENT”) is made on this   7   day of August 2023, by and between the City of Decatur, an Illinois Municipal Corporation (“CITY”) and Shemilah Outreach Center, an Illinois Not for Profit Corporation (“SUBRECIPIENT”).

WHEREAS, the City is engaged in community revitalization efforts; and,

WHEREAS, the Johns Hill Neighborhood is the location of certain community revitalization efforts; and,

WHEREAS, the City has received a grant and has monies specifically dedicated and directed to the Johns Hill Neighborhood revitalization (“Project”); and,

WHEREAS, Subrecipient is an Illinois Not for Profit Organization formed for the purpose of providing opportunities for youth of the community to learn valuable work skills and habits; and,

WHEREAS, the Project has tasks required for revitalization including, but not limited to, neighborhood cleanups, certain minor repairs, and yard maintenance of certain qualifying properties within the Project area; and,

WHEREAS, Subrecipient has the human resources to provide for these certain neighborhood revitalization efforts and tasks; and,

WHEREAS, Subrecipient requires funds and opportunities to promote and provide for the sustainability of Subrecipient; and,

WHEREAS, the Subrecipient will assist and utilize funds provided for the Project in accordance with the guidelines established.

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

Section 1. WORK TO BE PERFORMED BY SUBRECIPIENT. In exchange for receiving grant funds from the CITY, the SUBRECIPIENT shall be responsible for administering the Program in a manner satisfactory to the CITY and in conformance with the terms and conditions set forth in this Agreement.

Section 2. SUBRECIPIENT OBLIGATIONS. Subrecipient shall be obligated to perform and comply with the following:

- A. Comply with all applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

- B. Pick up work orders and any subsequent change orders from the City's Economic & Community Development Department and/or confirm receipt of work orders and any subsequent change orders via email directed within 24 hours after being notified by the City of pending work orders.
- C. Provide to City a detailed and specific budget and list of expenditures for each work order and any subsequent change orders within 7 business days of receipt of the specific work order.
- D. Following approval from the City of the budget and list of expenditures, complete all necessary work set forth in the work order and any subsequent change orders. All work orders and any subsequent change orders must be completed within 5 days following receipt of the order.
- E. Remove all large items, including electronics, trees, small structures, trash, and debris as set forth in the work order or subsequent change order.
- F. Cut weeds and grass to a height of 3 inches unless otherwise agreed by the resident and the City.
- G. Sweep and/or blow all grass and other debris off sidewalks, streets and approaches affected by the clean-up. Grass clippings and other debris shall not be swept into, blown into, or allowed to remain on the street.
- H. Provide completed work orders to the City's Neighborhood Services Division no more than one time daily. Completed work orders must include before and after photographs of the property set forth in the specific work order and any subsequent change orders.
- I. Provide the City a dated invoice and request for payment for each completed order in a manner as directed by the City. All requests for payment must account for all expenditures in compliance with requirements set forth in this Agreement.
- J. Obtain written permission from the City's Director of Economic & Community Development prior to any change in the approved expenditures. Subrecipient'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 items that are affected. Changes made without the City's prior approval will result in non-reimbursement of expenditures.
- K. Maintain insurance as set forth in this Agreement throughout the term of this Agreement.
- L. Immediately report to City any damage to property or person caused by Subrecipient, its employees, agents, or officers, in the performance of a work order to the resident, owners and City.

- M. Provide Workers' Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

Section 3. PAYMENTS.

- A. The funds appropriated for the Program shall be for an amount not to exceed One Hundred Thousand Dollars (\$150,000.00). Subrecipient acknowledges that the amount of this appropriation is for performance and completion of work and that the scope of work may be adjusted during the program year as determined by the City. Any additional or new appropriations shall occur only upon specific approval by the City. Subrecipient 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.
- B. City shall pay Subrecipient only for those Project costs that have been approved as set forth in the Agreement prior to the performance of any work.
- C. Payments to Subrecipient will be made no less than twice a month following inspection and confirmation that all tasks set forth in each work order have been completed in conformance with the work order, the approved budget and expenditure for the specific work order and written approval of the homeowner where the project is being performed and this Agreement.
- D. All requests for payments from the City from Subrecipient must be supported by appropriate documentation including, but not limited to, payroll records, invoices, contracts, and other documents 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 Subrecipient.

Section 4. TERM OF AGREEMENT. The term of this Agreement shall begin on the date it is entered into and shall end no later than December 15, 2024.

Section 5. NON-COMPLIANCE, SUSPENSION OR TERMINATION.

- A. Either Party may terminate the award of funds under this Agreement in whole or in part for their convenience. 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 be 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.
- B. The Subrecipient understands and agrees that if Subrecipient materially fails to comply with any or all provisions of this Agreement, the City may, in its sole discretion, suspend or terminate this Agreement.

C. Material non-compliance includes, but is not limited to, the following:

- i. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
- ii. Ineffective or improper use of funds provided under this Agreement.
- iii. Submission of reports by the Subrecipient to the CITY which are late, or incorrect or incomplete in any material respect.

D. In the event and as a result of material non-compliance, the City may take one or more of the following actions:

- i. Withhold cash payments pending correction of the deficiency by the Subrecipient.
- ii. Disallow and/or deny both use of funds and matching credit for all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partially suspend or terminate the current award for the Subrecipient's program.
- iv. Withhold further awards for the program or take other remedies that may be legally available including, but not limited to, terminating this Agreement, seeking compensatory and/or liquidated damages for breach of this Agreement, or injunctive or equitable relief in any court of competent jurisdiction.

E. Failure to complete work orders within 5 days following receipt of the work order shall be withdrawn and reissued to another contractor/organization and may be considered a default of this contract.

Section 6. REGULAR MEETING REQUIREMENT. Subrecipient 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.

Section 7. RECORD REQUIREMENTS.

A. Subrecipient shall provide the City access to any books, documents, papers and other records of the Subrecipient which pertain to the Project for the purpose of monitoring, making audits, examinations, excerpts, transcripts, and photocopying.

B. The records which must be maintained include, but are not limited to:

- i. Financial records including payroll records, invoices, contracts, and other documents demonstrating the nature and use of each payment and showing approval of the Program Director or other authorized official as well as such financial reports and additional source documentation as the City may be required to be retained and maintained by the Subrecipient.
- ii. Payroll records consisting of a basic time and activity tracking system maintained to substantiate the services and staff time charged to the Project including, but not limited

to time sheets documenting each person's total time and time charged signed by both the employee and authorized supervisor of the employee.

iii. Equipment records for each item of equipment acquired for the Project. 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 should 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 funds for this Project.

Section 8. REPORTING REQUIREMENTS.

A. Reports shall be submitted once a month on the 10<sup>th</sup> day to the City by the Subrecipient throughout the term of the Program.

B. Reports shall include all documentation of all Project expenditures for which payment from the City is sought under this Agreement.

Section 9. NON-DISCRIMINATION. Subrecipient 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 Subrecipient receives financial assistance from or through the City.

Section 10. EQUAL OPPORTUNITY POLICY/AFFIRMATIVE ACTION PLAN. The Subrecipient will not discriminate against any participants because of race, color religion, sex, sexual orientation gender identity, or nation origin. The Subrecipient will take affirmative action to ensure that the participants are treated without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

Section 11. INDEMNITY. SUBRECIPIENT HEREBY ASSUMES LIABILITY FOR AND AGREES TO PROTECT, HOLD HARMLESS, AND INDEMNIFY THE CITY, 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 ALLEGATIONS, CLAIMS OR CHARGES OF ANY TYPE OR KIND INCLUDING BUT NOT LIMITED TO, THE USE OF APPLICATION FOR THE GRANT PROCEEDS, THE VIOLATION BY THE SUBRECIPIENT OF ANY OF ITS COVENANTS OR AGREEMENTS UNDER THE AGREEMENT, ANY ACT OR FAILURE TO ACT DONE IN CONNECTION WITH THE PERFORMANCE OR OPERATION OF THE PROJECT, ANY ACT OR FAILURE TO ACT BY ANY OFFICER, EMPLOYEE, AGENT, OR SERVANT OF THE SUBRECIPIENT, AND ANY INJURY TO ANY PERSON, LOSS OF LIFE, OR LOSS OR DESTRUCTION OF PROPERTY IN ANY WAY ARISING OUT OF OR RELATING TO THE PERFORMANCE OR OPERATION OF THE PROJECT.

Section 12. NOTIFICATION OF CLAIMS.

A. The City agrees to notify the Subrecipient in writing of any claim or liability which the

City believes to be covered under this paragraph. The City shall tender, and Subrecipient 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 Subrecipient 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.

B. The City shall not settle or compromise any claim, suit, action, or proceeding in respect of which the Subrecipient has agreed in writing that the City is entitled to indemnification. This paragraph shall survive the termination of the Agreement.

Section 13. **INSURANCE.** Subrecipient shall carry and provide proof of sufficient insurance coverage to protect Project purchased assets from loss due to theft, fraud, and/or undue physical damage, as well as sufficient insurance coverage in an amount covering all agents, directors, employees and assigns in an amount necessary to indemnify and hold City harmless as set forth in this Agreement.

A. Subrecipient must provide proof of adequate liability insurance and workers' compensation in the form of a Certificate of Insurance. The workers' compensation insurance shall cover all employed persons engaged in work under the Project to the full statutory limits set forth and required in the Illinois Workers' Compensation Act.

B. The minimum acceptable levels of coverage are as follows:

| <b>Type</b>                                                   | <b>Minimum Liability Amounts</b> |
|---------------------------------------------------------------|----------------------------------|
| <b>Commercial General Liabilities:</b>                        |                                  |
| General Aggregate Minimum Limit                               | \$2,000,000                      |
| Products-completed Operations Aggregate Minimum Limit         | \$2,000,000                      |
| Each Occurrence Minimum Limit                                 | \$1,000,000                      |
| <b>Commercial Automobile Liability:</b>                       |                                  |
| Bodily Injury & Property Damage Minimum Limit Each Occurrence | \$1,000,000                      |

Section 14. NON-PARTICIPATION BY CERTAIN PERSONS. Subrecipient agrees that no officer, employee, designee, agent, or consultant of the City or the Subrecipient who exercises any functions or responsibilities with respect to the Project will have any direct or indirect interest in any proceeds thereof, for the work to be performed in connections with the Project under this Agreement. Subrecipient shall incorporate or cause to be incorporated in any a provision prohibiting such interest in conformance with the provisions of and pursuant to the purposes of this sections.

Section 15. INDEPENDENT CONTRACTOR. Subrecipient 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. Subrecipient 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, workers' compensations insurance.

Section 16. 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.

Section 17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the City and the Subrecipient 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.

Section 18. 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. Faxed or emailed communications are acceptable.

If the CITY, to:

Assistant Director of Economic & Community Development  
City of Decatur  
1 Gary K. Anderson Plaza  
Decatur, IL 62523  
217-424-2864  
Rdecatur@decaturil.gov

If the SUB-RECIPIENT, to:

Shemuel Sanders  
Shemilah Outreach Center  
229 W. Main St.  
Decatur, IL 62523  
[Shemsanders73@gmail.com](mailto:Shemsanders73@gmail.com)  
217-519-8994

Section 19. AMENDMENTS. The City and Subrecipient agree that 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.

Section 20. BINDING EFFECT. Each party affirmatively represents and states that by entering and signing this Agreement, that they have the legal authority to do so, and that this Agreement shall be binding on its parties, successors, and assigns.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date set forth.

CITY OF DECATUR:

\_\_\_\_\_  
Cordaryl Patrick, Director  
Economic & Community Development Department

\_\_\_\_\_  
Date

SHEMILAH OUTREACH CENTER:

\_\_\_\_\_  
Shemuel Sanders, Director

\_\_\_\_\_  
Date

**SUBJECT:** Resolution Authorizing Sub-Recipient Agreement Between the City of Decatur and Inherited Services for the "Cleanup-up Green-up Initiative"

**ATTACHMENTS:**

| Description | Type              |
|-------------|-------------------|
| Memo        | Cover Memo        |
| Resolution  | Resolution Letter |
| Agreement   | Exhibit           |

# **ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM**

## **No. 23-15**

August 7, 2023

**TO:** Mayor Pro Tem Lisa Gregory and City Council Members

**FROM:** Scot Wrighton, City Manager  
Cordaryl “Pat” Patrick, Director of Economic & Community Development  
Richelle L. Dunbar, Asst. Dir. of Economic & Community Development

**SUBJECT:** Resolution authorizing Agreement with Inherited Services, for the Clean-Up Green-Up Initiative

**RECOMMENDATION:** Staff recommend adoption of the Agreement with Inherited Services to continue the Clean-Up Green-Up Initiative within the Johns Hill neighborhood.

**BACKGROUND:** The Howard Buffet Foundation provided financial support to the City of Decatur for projects aligned with the goals, strategies, mission and vision of the Foundation and the City of Decatur. Clean-up related costs in the Johns Hill neighborhoods, are bound by the following streets: E. Wood St., S. Jasper, E. Cantrell, Martin Luther King Jr. Dr.

The Clean-Up Green-Up Initiative is designed to empower residents and youth by providing resources, tools, and guidance to remove litter, debris, overgrown shrubs, trees removal, electronics, small structures, and grass cutting. Residents will be offered a one-time clean-up at no cost. Each resident will work at least 1 hour as part of the program.

Inherited Services, a minority contractor, has been in business since 2022 and has held a mowing contract with the City of Decatur. Owner Jason Pealer is a small business owner with hopes of expanding. He is a Building Analysis Professional and certified to do Home Energy audits. He is also a lifelong Decatur resident, a member of the Coalition of Neighborhood Organizations (CONO) and is also the President of Greenwood Neighborhood Association.

**POTENTIAL OBJECTIONS:** Staff is not aware of objections.

**INPUT FROM OTHER SOURCES:** Community Partners

**STAFF REFERENCE:** Should the City Council have any questions, please contact Richelle L. Dunbar at [rdunbar@decaturil.gov](mailto:rdunbar@decaturil.gov) or 217-424-2864.

**BUDGET/TIME IMPLICATIONS:** None

**RESOLUTION AUTHORIZING  
AGREEMENT WITH INHERITED SERVICES FOR  
CLEAN-UP GREEN-UP INITIATIVE**

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

Section 1. That the City Manager or his designee and the City Clerk are hereby authorized to enter into an Agreement with Inherited Services for the Clean-Up Green-Up initiative in an amount not to exceed \$100,000, through December 2024.

PRESENTED AND ADOPTED this 7<sup>th</sup> day of August 2023.

---

LISA GREGORY, MAYOR PRO TEM

ATTEST:

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CITY CLERK

**CITY OF DECATUR**  
**Clean-Up Green-Up Initiative**  
**SUBRECIPIENT AGREEMENT**

This Clean-Up Green-Up Initiative Agreement (“AGREEMENT”) is made on this 7<sup>th</sup> day of August 2023, by and between the City of Decatur, an Illinois Municipal Corporation (“CITY”) and Inherited Services, an Illinois for Profit Corporation (“SUBRECIPIENT”).

WHEREAS, the City is engaged in community revitalization efforts; and,

WHEREAS, the Johns Hill Neighborhood is the location of certain community revitalization efforts; and,

WHEREAS, the City has received a grant and has monies specifically dedicated and directed to the Johns Hill Neighborhood revitalization (“Project”); and,

WHEREAS, Subrecipient is a community organization that focuses on assisting low income, veterans, or disabled homeowners to improve their homes curb appeal with repairs, life safety upgrades, and landscaping services. They encourage homeowners to commit to volunteering and foster volunteerism across generations to teach the responsibilities and benefits of home ownership. Inherited Services will provide removal of trash, trees, debris, weeds, shrubs, small derelict structures, and grass-cutting services as part of this initiative. Inherited Services will provide all labor, tools, and equipment for the scope of services. The contract period shall be from the date of award through December 15, 2024.

WHEREAS, the Project has tasks required for revitalization including, but not limited to, neighborhood cleanups, and yard maintenance of certain qualifying properties within the Project area, and,

WHEREAS, Subrecipient has the resources to provide for these certain neighborhood revitalization efforts and tasks; and,

WHEREAS, Subrecipient requires funds and opportunities to promote and provide for the sustainability of Subrecipient; and,

WHEREAS, the Subrecipient will assist and utilize funds provided for the Project in accordance with the guidelines established.

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

Section 1. WORK TO BE PERFORMED BY SUBRECIPIENT. In exchange for receiving grant funds from the CITY, the SUBRECIPIENT shall be responsible for administering the Program in a manner satisfactory to the CITY and in conformance with the terms and conditions set forth in this Agreement.

Section 2. SUBRECIPIENT OBLIGATIONS.

Subrecipient shall be obligated to perform and comply with the following:

- A. Comply with all applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.
- B. Pick up work orders and any subsequent change orders from the City's Economic & Community Development Department and/or confirm receipt of work orders and any subsequent change orders via email directed within 24 hours after being notified by the City of pending work orders.
- C. Provide to City a detailed and specific budget and list of expenditures for each work order and any subsequent change orders within 7 business days of receipt of the specific work order.
- D. Following approval from the City of the budget and list of expenditures, complete all necessary work set forth in the work order and any subsequent change orders. All work orders and any subsequent change orders must be completed within 5 days following receipt of the order, unless otherwise stated by the City.
- E. Remove all large items, including electronics, small structures, trash and debris as set forth in the work order or subsequent change order.
- F. Cut weeds and grass to a height of 3 inches unless otherwise agreed by the resident and the City.
- G. Sweep and/or blow all grass and other debris off sidewalks, streets and approaches affected by the clean-up. Grass clippings and other debris shall not be swept into, blown into or allowed to remain on the street.
- H. Provide completed work orders to the City's Neighborhood Revitalization Division no more than one time daily. Completed work orders must include before and after photographs of the property set forth in the specific work order and any subsequent change orders.
- I. Provide to City a dated invoice and request for payment for each completed order in a manner as directed by the City. All requests for payment must account for all expenditures in compliance with requirements set forth in this Agreement.
- J. Obtain written permission from the City's Asst. Dir. of Economic & Community Development prior to any change in the approved expenditures. Subrecipient'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 items that are affected. Changes made without the City's prior approval will result in non-reimbursement of expenditures.
- K. Maintain insurance as set forth in this Agreement throughout the term of this Agreement.

- L. Immediately report to City any damage to property or person caused by Subrecipient, its employees, agents, or officers, in the performance of a work order to the resident, owners and City.
- M. Provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

### Section 3. PAYMENTS.

- A. The funds appropriated for the Program shall be for an amount not to exceed One Hundred Thousand Dollars (\$100,000). Subrecipient acknowledges that the amount of this appropriation is for performance and completion of work and that the scope of work may be adjusted during the program year as determined by the City. Any additional or new appropriations shall occur only upon specific approval by the City. Subrecipient 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.
- B. City shall pay Subrecipient only for those Project costs that have been approved as set forth in the Agreement prior to the performance of any work.
- C. Payments to Subrecipient will be made no less than twice a month following inspection and confirmation that all tasks set forth in each work order have been completed in conformance with the work order, the approved budget and expenditure for the specific work order and written approval of the homeowner where the project is being performed and this Agreement.
- D. All requests for payments from the City from Subrecipient must be supported by appropriate documentation including, but not limited to, invoices, contracts and other documents 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 Subrecipient.

### Section 4. TERM OF AGREEMENT.

The term of this Agreement shall begin on the date it is entered into and shall end no later than December 15, 2024.

### Section 5. NON-COMPLIANCE, SUSPENSION OR TERMINATION.

- A. Either Party may terminate the award of funds under this Agreement in whole or in part for their convenience. 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 be 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.

B. The Subrecipient understands and agrees that if Subrecipient materially fails to comply with any or all provisions of this Agreement, the City may, in its sole discretion, suspend or terminate this Agreement.

C. Material non-compliance includes, but is not limited to, the following:

- i. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
- ii. Ineffective or improper use of funds provided under this Agreement.
- iii. Submission of reports by the Subrecipient to the CITY which are late, or incorrect or incomplete in any material respect.

D. In the event and as a result of material non-compliance, the City may take one or more of the following actions:

- i. Withhold cash payments pending correction of the deficiency by the Subrecipient.
- ii. Disallow and/or deny both use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
- iii. Wholly or partially suspend or terminate the current award for the Subrecipient's program;
- iv. Withhold further awards for the program or take other remedies that may be legally available including, but not limited to, terminating this Agreement, seeking compensatory and/or liquidated damages for breach of this Agreement, or injunctive or equitable relief in any court of competent jurisdiction.

E. Failure to complete work orders within 5 days following receipt of the work order shall be withdrawn and reissued to another contractor/organization and may be considered a default of this contract.

Section 6. REGULAR MEETING REQUIREMENT. Subrecipient agrees to meet on a regular or as needed basis with the designated staff member of the City's Neighborhood Revitalization Division to discuss general and/or specific issues of this Agreement.

Section 7. RECORD REQUIREMENTS.

A. Subrecipient shall provide the City access to any books, documents, papers and other records of the Subrecipient which pertain to the Project for the purpose of monitoring, making audits, examinations, excerpts, transcripts and photocopying.

B. The records which must be maintained include, but are not limited to:

- i. Financial records including payroll records, invoices, contracts, and other documents demonstrating the nature and use of each payment and showing approval of the Program Director or other authorized official as well as such financial reports and additional source documentation as the City may be required to be retained and maintained by the Subrecipient.

ii. Payroll records consisting of a basic time and activity tracking system maintained to substantiate the services and staff time charged to the Project including, but not limited to time sheets documenting each person's total time and time charged signed by both the employee and authorized supervisor of the employee.

iii. Equipment records for each item of equipment acquired for the Project. 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 funds for this Project.

#### Section 8. REPORTING REQUIREMENTS.

A. Reports shall be submitted once a month on the 10<sup>th</sup> day to the City by the Subrecipient throughout the term of the Program.

B. Reports shall include any and all documentation of all Project expenditures for which payment from the City is sought under this Agreement.

#### Section 9. NON-DISCRIMINATION.

Subrecipient 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 Subrecipient receives financial assistance from or through the City.

#### Section 10. EQUAL OPPORTUNITY POLICY/AFFIRMATIVE ACTION PLAN.

The Subrecipient will not discriminate against any participants because of race, color religion, sex, sexual orientation gender identity, or nation origin. The Subrecipient will take affirmative action to ensure that the participants are treated without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

#### Section 11. INDEMNITY.

SUBRECIPIENT HEREBY ASSUMES LIABILITY FOR AND AGREES TO PROTECT, HOLD HARMLESS, AND INDEMNIFY THE CITY, 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 ALLEGATIONS, CLAIMS OR CHARGES OF ANY TYPE OR KIND INCLUDING BUT NOT LIMITED TO, THE USE OF APPLICATION FOR THE GRANT PROCEEDS, THE VIOLATION BY THE SUBRECIPIENT OF ANY OF ITS COVENANTS OR AGREEMENTS UNDER THE AGREEMENT, ANY ACT OR FAILURE TO ACT DONE IN CONNECTION WITH THE PERFORMANCE OR OPERATION OF THE PROJECT, ANY ACT OR FAILURE TO ACT BY ANY OFFICER, EMPLOYEE, AGENT, OR SERVANT OF THE SUBRECIPIENT, AND ANY INJURY TO ANY PERSON, LOSS OF

LIFE, OR LOSS OR DESTRUCTION OF PROPERTY IN ANY WAY ARISING OUT OF OR RELATING TO THE PERFORMANCE OR OPERATION OF THE PROJECT.

Section 12. NOTIFICATION OF CLAIMS.

A. The City agrees to notify the Subrecipient in writing of any claim or liability which the City believes to be covered under this paragraph. The City shall tender, and Subrecipient 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 Subrecipient 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 such claim or liability.

B. The City shall not settle or compromise any claim, suit, action, or proceeding in respect of which the Subrecipient has agreed in writing that the City is entitled to indemnification. This paragraph shall survive the termination of the Agreement.

Section 13. INSURANCE.

Subrecipient shall carry and provide proof of sufficient insurance coverage to protect Project purchased assets from loss due to theft, fraud, and/or undue physical damage, as well as sufficient insurance coverage in an amount covering all agents, directors, employees and assigns in an amount necessary to indemnify and hold City harmless as set forth in this Agreement.

A. Subrecipient must provide proof of adequate liability insurance and workers' compensation in the form of a Certificate of Insurance. The workers' compensation insurance shall cover all employed persons engaged in work under the Project to the full statutory limits set forth and required in the Illinois Workers' Compensation Act.

B. The minimum acceptable levels of coverage are as follows:

| Type                                                          | Minimum Liability Amounts |
|---------------------------------------------------------------|---------------------------|
| Commercial General Liabilities:                               |                           |
| General Aggregate Minimum Limit                               | \$2,000,000               |
| Products-completed Operations Aggregate Minimum Limit         | \$2,000,000               |
| Each Occurrence Minimum Limit                                 | \$1,000,000               |
| Commercial Automobile Liability:                              |                           |
| Bodily Injury & Property Damage Minimum Limit Each Occurrence | \$1,000,000               |

Section 14. NON-PARTICIPATION BY CERTAIN PERSONS.

Subrecipient agrees that no officer, employee, designee, agent, or consultant of the City or the Subrecipient who exercises any functions or responsibilities with respect to the Project will have any direct or indirect interest in any proceeds thereof, for the work to be performed in connections with the Project under this Agreement. Subrecipient shall incorporate or cause to be incorporated in any a provision prohibiting such interest in conformance with the provisions of and pursuant to the purposes of this sections.

Section 15. INDEPENDENT CONTRACTOR.

Subrecipient 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. Subrecipient 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, workers' compensations insurance.

Section 16. 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.

Section 17. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the City and the Subrecipient 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.

Section 18. 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. Faxed or emailed communications are acceptable.

If the CITY, to:

Assistant Director of Economic & Community Development  
City of Decatur  
1 Gary K. Anderson Plaza  
Decatur, IL 62523  
217-424-2864  
Rdecatur@decaturil.gov

If the SUB-RECIPIENT, to:

Jason Pealer Sr.  
Owner, Inherited Services  
245 W. Spring St.  
Decatur, IL 62522  
217-853-1361

Section 19. AMENDMENTS.

The City and Subrecipient agree that 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.

Section 20. BINDING EFFECT.

Each party affirmatively represents and states that by entering and signing this Agreement, that they have the legal authority to do so, and that this Agreement shall be binding on its parties, successors, and assigns.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date set forth.

CITY OF DECATUR:

\_\_\_\_\_  
Cordaryl Patrick, Director  
Economic & Community Development

\_\_\_\_\_  
Date

Inherited Services:

\_\_\_\_\_  
Jason Pealer Sr.

\_\_\_\_\_  
Date

## Police Department

**DATE:** 7/18/2023

**MEMO:** 23-34

**TO:** Lisa Gregory, Mayor Pro Tem  
City Council Members

**FROM:** Scot Wrighton, City Manager  
Shane G. Brandel, Chief of Police

**SUBJECT:** Resolution Authorizing Acceptance of Recruitment and Retention Grant Awarded to the Decatur Police Department by the Illinois Law Enforcement Training and Standards Board

**SUMMARY RECOMMENDATION:**

It is the recommendation of staff that the Council approve by resolution the acceptance of the 2023-2024 ILETSB Recruiting and Retention Grant.

**BACKGROUND:**

The Illinois Law Enforcement Training and Standards Board opened a \$10,000,000.00 'Officer Recruitment and Retention Grant Program' with the purpose to provide financial assistance to units of local government, public institutions of higher education, and qualified nonprofit entities for the purpose of hiring and retaining law enforcement officers. The Decatur Police Department applied for the grant with a requested budget award of \$100,000.00. The department was awarded the full requested budget amount and the current resolution is to accept the grant award.

See attached staff report for further detail.

**PRIOR COUNCIL ACTION:** None

**POTENTIAL OBJECTIONS:** None

**STAFF REFERENCE:** Shane G. Brandel, Chief of Police, 424-2745, sbrandel@decaturil.gov

**ATTACHMENTS:**

| Description           | Type              |
|-----------------------|-------------------|
| Grant Award Documents | Backup Material   |
| Staff Report          | Executive Summary |
| Resolution Letter     | Resolution Letter |

GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, Illinois Law Enforcement Training Standards Board

AND

City of Decatur, Illinois

The Illinois Law Enforcement Training Standards Board (Grantor), with its principal office at , and City of Decatur, Illinois (Grantee), with its principal office at 1 Gary K Anderson Plaza, , Decatur, IL 62523 and payment address (if different than principal office) at , hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS  
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I  
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that: 75613000 is Grantee's correct DUNS Number; HCL3MP6L8XV5 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and 376001308 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9

tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds \$100,000.00, of which are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is , the federal awarding agency is , and the Federal Award date is . If applicable, the Assistance Listing Program Title is and Assistance Listing Number is . The Catalog of State Financial Assistance (CSFA) Number is 569-00-3150 and the CSFA Name is ILETSB - Officer Recruitment and Retention Grant Program. The State Award Identification Number is 20230907 .

1.4. Term. This Agreement shall be effective on 07/01/2022 and shall expire on 06/30/2023 (the "Term"), unless terminated pursuant to this Agreement.

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

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

[Illinois Law Enforcement Training Standards Board]

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

Signature of [Head of Grantor], [Title]

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

Signature of Designee

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Designee

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

Signature of First Other Approver, if Applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Other Approver

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

Signature of Second Other Approver, if Applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

[City of Decatur, Illinois]

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

Signature of Authorized Representative

Date: June 30, 2023

Printed Name: Scot Wrighton

Printed Title: Scot Wrighton - City Manager

E-mail: wrighton@decaturil.gov

Second Other Approver

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

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

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

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

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

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

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

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

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

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

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

"Program" means the services to be provided pursuant to this Agreement.

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

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

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

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

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

#### **ARTICLE IV PAYMENT**

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

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

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30

ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

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

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

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State

or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

## ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

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

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

## ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

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

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

**ARTICLE VII  
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

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

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

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

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

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

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

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

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

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

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit

Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

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

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

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

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and

must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

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

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

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

## ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care,

early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

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

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

(l) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

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

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods

from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

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

## **ARTICLE IX CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

## **ARTICLE X UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

## ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

**ARTICLE XII  
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

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

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

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

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

**ARTICLE XIII  
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall

follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

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

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

#### ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO, PART THREE or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. 2 CFR 200.301; 200.210.

**ARTICLE XV  
AUDIT REQUIREMENTS**

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

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

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

15.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

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

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

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

**ARTICLE XVI**  
**TERMINATION; SUSPENSION; NON-COMPLIANCE**

**16.1. Termination.**

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

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

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

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

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

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

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

**16.5. Effects of Suspension and Termination.**

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;  
and

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

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

**ARTICLE XVII  
SUBCONTRACTS/SUB-GRANTS**

**17.1. Sub-recipients/Delegation.** Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

**17.2. Application of Terms.** Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

**17.3. Liability as Guaranty.** Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII  
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

#### **ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

#### **ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI  
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII  
EQUIPMENT OR PROPERTY**

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

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

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

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

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

#### **ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

#### **ARTICLE XXIV INSURANCE**

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

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

#### **ARTICLE XXV LAWSUITS AND INDEMNIFICATION**

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

25.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

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

ARTICLE XXVI  
MISCELLANEOUS

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

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A** through **G**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

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

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

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

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

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

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

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

26.12. Precedence.

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

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

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

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

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

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

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

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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**EXHIBIT A**

**PROJECT DESCRIPTION**

The purpose of this program is to provide financial assistance to units of local government, public institutions of higher education, and qualified nonprofit entities for the purpose of hiring and retaining law enforcement officers.

**EXHIBIT B**  
**DELIVERABLES OR MILESTONES**

Not Applicable

**EXHIBIT C**

**PAYMENT**

Grantee shall receive \$100,000.00 under this Agreement.

Not Applicable

EXHIBIT D  
CONTACT INFORMATION

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

Name: Lennora Burnom

Title: Grant Manager

Address: 500 S 9th St, Springfield IL 62701

Phone: 217-785-4540

TTY#: \_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail Address: ptb.grants@illinois.gov

**GRANTEE CONTACT**

Name: Brad Allen

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (217) 424-2740

TTY #

Fax #

E-mail Address: ballen@decaturil.gov

Additional Information: \_\_\_\_\_

**EXHIBIT E**  
**PERFORMANCE MEASURES**

Not Applicable

**EXHIBIT F**  
**PERFORMANCE STANDARDS**

Not Applicable

**EXHIBIT G  
SPECIFIC CONDITIONS**

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

Not Applicable

**PART TWO – THE GRANTOR-SPECIFIC TERMS**

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

Not Applicable

**PART THREE – THE PROJECT-SPECIFIC TERMS**

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

Not Applicable

## STAFF REPORT

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To: Lisa Gregory, Mayor Pro Tem  
City Council Members  
City Manager Scot Wrighton  
From: Chief Shane Brandel  
Subject: Council Resolution – ILETSB Recruiting and Retention Grant Award

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## BRIEFING ITEM

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### **RECOMMENDED ACTION:**

Approve by resolution the acceptance of the 2023-2024 ILETSB Recruiting and Retention Grant.

### **BACKGROUND:**

The Illinois Law Enforcement Training and Standards Board opened a \$10,000,000.00 ‘Officer Recruitment and Retention Grant Program’ with the purpose to provide financial assistance to units of local government, public institutions of higher education, and qualified nonprofit entities for the purpose of hiring and retaining law enforcement officers. The Decatur Police Department applied for the grant with a requested budget award of \$100,000.00. The department was awarded the full requested budget amount and the current resolution is to accept the grant award.

The requested \$100,000.00 budget breaks down as follows:

\$50,000.00 – Digital/targeted marketing  
\$10,000.00 – billboards/static displays  
\$10,000.00 – website development for a new DPD recruitment page  
\$25,000.00 – minority recruitment consultant and services  
\$5,000.00 – college and career fairs

Recruiting of new police officers has been a top priority of the DPD for the last few years. With that, the costs to recruit officers and market the department has drastically increased. In 2021, DPD spent approximately \$12,000.00 on recruiting efforts. In 2022, that amount increased to \$92,000.00. So far this year, the figure has exceeded \$42,000.00.

Since January of 2020, the department has hired 61 new officers but experienced a loss of 64 officers due to resignations or retirements. Today the department also operates with 12 vacancies.

Recruitment must remain at the forefront of the department’s initiatives moving forward. Our hope is to gain full-strength in 2024, and then maintain a staffing level at or just below our authorized strength. However, the department still has many officers eligible for retirement and we anticipate 23 retirements in the next 5 years. That coupled with officers that will resign for other reasons highlights that our department must remain focused and dedicated to recruitment for the next several years.

This ILETSB grant runs from 7/1/23 – 6/30/24.

**RESOLUTION NO. R2023-\_\_\_\_\_**

**RESOLUTION AUTHORIZING ACCEPTANCE OF RECRUITMENT AND  
RETENTION GRANT AWARDED TO THE DECATUR POLICE DEPARTMENT BY  
THE ILLINOIS LAW ENFORCEMENT TRAINING AND STANDARDS BOARD**

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

Section 1. That the Recruitment and Retention Grant awarded to the Decatur Police Department by the Illinois Law Enforcement Training and Standards Board for the 2023-2024 funding year, in the amount of \$100,000, that is to be used for recruitment and retention of police officers presented to the Council herewith is hereby received, placed on file, and approved.

PRESENTED, PASSED, APPROVED, AND RECORDED this 7th day of August, 2023.

\_\_\_\_\_  
LISA GREGORY, MAYOR PRO TEM

ATTEST:

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

## Mass Transit

**DATE:** 7/17/2023

**MEMO:**

**TO:** Mayor Pro-Tem Lisa Gregory & Decatur City Council Members

**FROM:** Scot Wrighton, City Manager  
Lacie Elzy, Director, Transportation Services Department

**SUBJECT:** Resolution Accepting the Proposal and Authorizing the Execution of an Agreement for Professional Services for the Electric Vehicle Readiness Plan with CDM Smith.

**SUMMARY RECOMMENDATION:** It is recommended that the resolution and professional services agreement be approved.

**BACKGROUND:** The City Council has already approved a City-State Agreement with IDOT to conduct this planning step. Having an EV plan in place will better position the city to obtain future EV charging and other EV infrastructure grants. City staff had to take added time to modify the scope of the CDM-Smith work to fit the constraints of the planning grant after the grant agreement with the State was executed.

**BUDGET/TIME IMPLICATIONS:** The state grant covers 80% of the planning project. The remaining 20% will be included in the city's 2024 budget.

**ATTACHMENTS:**

| Description | Type              |
|-------------|-------------------|
| Memo        | Cover Memo        |
| Resolution  | Resolution Letter |
| Contract    | Backup Material   |

## OFFICE OF THE CITY MANAGER

No. \_\_\_\_\_

August 7, 2023

**TO:** Lisa Gregory, Mayor Pro Tem and City Council Members

**FROM:** Scot Wrighton, City Manager  
Jon Kindseth, Deputy City Manager  
Lacie Elzy, Transportation Services Director

**SUBJECT:** Resolution Authorizing Execution of a Professional Services Agreement for the Electric Vehicle Readiness Plan between CDM Smith and the City of Decatur.

**RECOMMENDATION:** It is recommended by staff that this item be approved, and the contract executed with CDM Smith.

**BACKGROUND:** The City of Decatur has been awarded an IDOT planning grant to develop an Electric Vehicle Readiness Plan (EVRP). The EV plan will serve as a technical resource to the City, providing analysis on current and anticipated future conditions; anticipated gaps in EV charging and other barriers to electrification; best practices for local governments in planning, zoning, permitting, and site design; and implementation strategies to address gaps and barriers.

The EV Plan will also serve as a policy document to the City in establishing its role in the emerging area of EV charging and provide guidance on implementation actions for the City to fill that role after the completion of the plan. The Decatur region is well-suited to accommodate electric vehicle infrastructure; through engagement with diverse stakeholders regarding their recommended implementation, the EV readiness plan will encourage business retention and relocation to Decatur.

CDM Smith has ample experience in implementing electronic vehicle readiness planning and were scored as the most qualified to develop our EVRP through a competitive Request for Qualifications procurement. Their proposal covered our desired outcomes, and we are optimistic in the choice to partner.

**POTENTIAL OBJECTIONS:** Staff is not aware of objections.

**STAFF REFERENCE:** Should the City Council have any questions, they may contact Jon Kindseth at 450-2323 or [jkindseth@decaturil.gov](mailto:jkindseth@decaturil.gov), Lacie Elzy at 542-3559 or [lelzy@decaturil.gov](mailto:lelzy@decaturil.gov)

**BUDGET/TIME IMPLICATIONS:** Execute Professional Services Agreement for the Electric Vehicle Readiness Plan.

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

**RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE  
EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES  
FOR THE ELECTRIC VEHICLE READINESS PLAN WITH CDM SMITH,  
INC.**

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

**WHEREAS**, the City desires an electric vehicle readiness plan for the preparation and implementation of electric vehicle infrastructure within the city; and,

**WHEREAS**, the City finds that this agreement with CDM Smith provides the desired outcomes for this project.

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

**Section 1.** That the agreement for professional services for an Electric Vehicle Readiness Plan for the City of Decatur with CDM Smith as attached, and the same is hereby, received, placed on file, and approved.

**Section 2.** That the City Manager and the City Clerk of the City of Decatur be, and they are hereby, authorized and directed to execute, seal and attest an Agreement between the City of Decatur, Illinois and CDM Smith, for the services of a comprehensive operations analysis, as specified in their proposal.

**PRESENTED AND ADOPTED** this 7th day of August 2023.

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Mayor Pro Tem, Lisa Gregory

ATTEST:

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Kim Althoff, City Clerk

**City of Decatur**  
**Professional Services Agreement for Decatur Region Electric Vehicle Readiness**  
**Plan**  
**RFQ EVRP 2023**

City of Decatur Transportation Decatur Region Electric Vehicle Readiness Plan

This contract (hereinafter called the "Agreement,) is made between the City of Decatur, Illinois, an Illinois municipal corporation (hereinafter "City"), and CDM Smith (hereinafter "Contractor"). The City and Contractor, in consideration of the mutual covenants contained herein, and for valuable considerations exchanged between the parties hereto, hereby agree as follows:

**1. SERVICES**

Contractor agrees to furnish the City with planning services as described in the attached Exhibit A, and incorporated herein by reference, CDM Smith Inc. proposal dated Jul 27, 2023. Any work performed outside of Exhibit A, without the City's express written consent, shall be solely at the expense of the Contractor.

**2. AGREEMENT DURATION**

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing until works are completed or until terminated pursuant to this Agreement.

This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto shall have signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document. The parties agree that facsimile copies of signatures on this Agreement shall have the same effect as original signatures.

**3. COMPENSATION**

Total compensation for all work performed under this agreement shall equal **\$388,481.00** subject to the conditions set forth below and as set forth in the pricing schedule of the Contractor's proposal attached hereto and incorporated by reference. Part B-Optional Scope as noted in the Attachment A (#1 optional task-Outreach and #2 optional task- Equity and Environmental Justice) are hereby incorporated into this agreement and price however, they are contingent upon additional IDOT funding in the amount of \$88, 481.00. The contractor shall submit to the City an invoice of all charges, broken down by task indicating a percentage complete for each task, and including detail of past payments and amounts remaining due, accurate to the date of the invoice, with request for each payment. All invoices shall be paid within sixty (60) days of receipt of all required documents.

4. **TERMINATION OF AGREEMENT**

The City may terminate this Agreement for any reason, without cause, upon giving (30) days written notice to Contractor. Contractor may terminate this Agreement for cause only upon the City's material breach of this Agreement and failure to cure said breach within thirty (30) days after receiving Contractor's written notice of said breach. Upon termination, the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's and the Department's express written permission.

5. **ASSIGNMENT AND/OR SUBCONTRACTING**

Assignment of any portion of the work under this Agreement must be approved in writing in advance by the City. If subcontractors are to be used, this does not relieve the Contractor from any prime responsibility of complete and acceptable performance. The Contractor shall not enter into any subcontracts or agreements or start any work by the work forces of a subcontractor, with respect to this Agreement, without the prior written consent of the City. Any work that is subcontracted for this project must also abide by all clauses and terms listed in this agreement and the City's Request for Qualifications.

6. **RECORDS**

The Contractor shall maintain and retain all books, records, documents and other material, which relate to the completion of this Agreement, and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all invoices and payments to and from the City. The City is subject to the Freedom of Information Act and records of the Contractor are considered records of the City and thus subject to disclosure upon requests or demand of the City. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the authorized representative(s) of the City, the Illinois State Auditor, the U.S. Department of Transportation, or other governmental officials authorized by law to monitor this Agreement, from the date of the Agreement through and until the expiration of three (3) years after the completion of the Agreement.

7. **GOVERNING LAW**

All work done under this Agreement shall be controlled and governed by the laws of the State of Illinois. The venue for any litigation arising out of this Agreement must be filed in court in Macon County, Illinois.

8. **INDEPENDENT CONTRACTOR**

The City's relationship to the Contractor under this Agreement shall be that of an independent Contractor. The Contractor acknowledges that neither it nor its personnel shall be acting as an

employee or official representative of the City. The City shall have no liability for Contractor's selection of personnel, employees, or subcontractors.

The City's compensation to Contractor shall be limited to that as set forth in this Agreement and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

## 9. **INDEMNIFICATION**

The Contractor shall be responsible for any and all damages to property or persons to the extent caused by the Contractor's negligent act, errors and/or omissions in the performance of this contract and shall indemnify and hold harmless the City, its officers, and employees from all actions, claims, or damages resulting therefrom. The Contractor shall assume all restitution and repair costs arising out of its negligent act, error, and/or omission.

The Contractor agrees to indemnify and hold harmless the City and its elected or appointed officials, employees, agents, and officers against any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, arising out of, related to, or resulting directly from this Agreement to the extent such losses, damages, injuries, and liabilities are caused by negligence of the Contractor. This Agreement shall apply to any and all such damages. This indemnification shall survive the termination of this Agreement and apply to the fullest extent of the law. In the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive protection of *Kotecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991). Notwithstanding anything foregoing to the contrary, the Parties shall not indemnify each other for any liabilities, damages, costs, or expenses resulting from the other party's own willful misconduct or negligence. The City does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq., or other such immunity statute or common law, by reason of indemnification or insurance.

Limitation of Liability - Notwithstanding any provision to the contrary contained in this Agreement, Contractor's total liability to City for any and all injuries, claims, losses, expenses or damage whatsoever from any cause or causes, including but not limited to Contractor's negligence, errors, omissions, strict liability or breach of contract, or breach of warranty, shall not exceed the total amount of \$1,000,000 or the fee whichever is greater.

Mutual Waiver of Consequential Damages - Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers agents, servants and employee shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising

out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

10. **INSURANCE, LICENSURE, AND INTELLECTUAL PROPERTY**

The Contractor, prior to the execution of the contract, shall obtain and keep in force during the performance of work under any contract, the following insurance coverages, provided by companies acceptable to the City and authorized to transact business in the state of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverages may be specified by a special condition elsewhere in the contract. Workers compensation insurance shall be provided according to the provisions of the Illinois Workers Compensation Act, as amended.

**Employers Liability**

|                            |           |
|----------------------------|-----------|
| a. Each Accident           | \$500,000 |
| b. Disease – policy limit  | \$500,000 |
| c. Disease – each employee | \$500,000 |

**Commercial General Liability**

|                                    |             |
|------------------------------------|-------------|
| a. General Aggregate Limit         | \$2,000,000 |
| b. Products – Completed Operations | \$2,000,000 |
| c. Each Occurrence Limit           | \$1,000,000 |

**Commercial Automobile Liability**

|                                                           |             |
|-----------------------------------------------------------|-------------|
| Bodily Injury & Property Damage,<br>Combined Single Limit | \$1,000,000 |
|-----------------------------------------------------------|-------------|

The policy shall cover owned, non-owned, and hired vehicles. Upon request, the contractor shall file with the City certified copies of all insurance policies and all accompanying endorsements. The contractor shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. The certificate of insurance shall include the City of Decatur, its officers and employees an additional insured. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in for the required insurance.

It shall be an affirmative obligation upon the contractor to advise the City within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract. The contractor will hold the City harmless from all claims, suits, actions, damages or causes of action in any way arising during the term of the agreement, including reasonable attorney's fees for any personal injury, loss of life or damage to person or

property sustained because of or because of the products or services supplied. Contractor's insurance will be primary.

Upon full payment of all monies owed to the Contractor, all drawings, specifications, reports and any other project documents (Work Product) prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the express use of the City. The Contractor shall have the right to retain original documents but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City upon full payment of all monies owed to the contractor unless otherwise specified in the negotiated agreement. The contractor agrees that basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon reasonable request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon reasonable request.

## 11. **CERTIFICATIONS**

Executing this Agreement constitutes acknowledgement, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement, which the contractor is responsible for identifying and complying with:

*Sexual Harassment:* The contractor certifies that it follows the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

*Tax Delinquency:* The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge, or obligation to the City of Decatur.

*Employment Status:* The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

*Anti-Bribery:* The contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a)-(d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

*Barred from Contracting:* The contractor certified that is has not been barred from contracting as result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 or 720ILCS 5/33-4 or a similar law of another state or of the federal government.

*Non-Discrimination, Certification, and Equal Employment Opportunity:* The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statues 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 CFR Ch. 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

## 12. **NOTICE**

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:

To City:           Attn: City Manager  
                          City of Decatur  
                          #1 Gary K. Anderson Plaza  
                          Decatur, IL 62523

To:                   Attn: Client Service Leader – Illinois Transportation  
                          125 S. Wacker Dr. Suite 2510  
                          Chicago, IL 60606

## 13. **REQUIRED CLAUSES**

The language contained in Exhibit B, "REQUIRED CLAUSES", is incorporated into this Agreement by reference. Contractor shall insert in any subcontracts the clauses set forth in Exhibit B - "REQUIRED CLAUSES", along with their related attachments, plus a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these required clauses.

**EXHIBIT A**  
**to agreement between City and Contractor for professional services for**  
**RFQ EVRP 2023**

This is an exhibit attached to and made part of and incorporated by reference into the Professional Services Agreement Dated \_\_\_\_\_, 2023, between City of Decatur (City) and CDM Smith Inc (Contractor).

1. CONTRACTOR shall provide for CITY under Attachment A (Project Scope Statement) to the prime agreement, the following basic services in accordance with the terms of the agreement:

See ATTACHMENT A, "Project Scope Statement/City of Decatur RFQ EVRP 2023"

2. Compensation for services of principals and employees of CONTRACTOR rendered pursuant to Attachment A will be on the following basis:

For the Base Scope of Services performed as described in Attachment A, the CITY agrees to pay the CONTRACTOR the lump sum fee of \$300,000.00, partial payments to be made on a monthly basis in proportion to the percentage of work completed and the balance of payment made when the work is completed.

| <b>BASE SCOPE OF WORK TASKS</b> |             |                      |                     |                    |                      |
|---------------------------------|-------------|----------------------|---------------------|--------------------|----------------------|
| Task                            | Labor Hours | Labor \$             | Sub Consultants     | Direct Costs       | Total Cost           |
| 1_Project Management            | 185         | \$ 40,162.00         | \$ 7,177.00         | \$ 1,353.00        | \$ 48,692.00         |
| 2_Current Condition Assess      | 330         | \$ 48,828.00         | \$ -                | \$ -               | \$ 48,828.00         |
| 3_EV Trends and Forecasts       | 140         | \$ 22,581.00         | \$ -                | \$ -               | \$ 22,581.00         |
| 4_Needs and Gaps                | 356         | \$ 64,885.00         | \$ -                | \$ -               | \$ 64,885.00         |
| 5_Best Practices Review         | 2           | \$ 504.00            | \$ 10,245.00        | \$ -               | \$ 10,749.00         |
| 6_Deployment                    | 216         | \$ 39,743.00         | \$ 42,522.00        | \$ -               | \$ 82,265.00         |
| 7_Final Report                  | 136         | \$ 22,000.00         | \$ -                | \$ -               | \$ 22,000.00         |
| <b>Totals</b>                   | <b>1365</b> | <b>\$ 238,703.00</b> | <b>\$ 59,944.00</b> | <b>\$ 1,353.00</b> | <b>\$ 300,000.00</b> |

## ATTACHMENT A

### Project Scope Statement/City of Decatur RFQ EVRP 2023

The scope for this project includes work necessary to develop an EV Readiness Plan (EVRP) for the City of Decatur ("the City"). The EVRP will serve as a technical resource to the City, providing analysis on current and anticipated future conditions; anticipated gaps in EV charging and other barriers to electrification; best practices for local governments in planning, zoning, permitting, and site design; and implementation strategies to address gaps and barriers. The EVRP will also serve as a policy document to the City in establishing its role in the emerging area of EV charging and provide guidance on implementation actions for the City to fill that role after completion of the plan. Outreach and Environmental Justice analysis to understand equity implications would help inform plan development. Stakeholder outreach and equity analysis is included as optional tasks should the City elect to include this work within the scope of services for the EVRP.

### Part A. Base Scope of Services

#### 1. Project Management

- 1.1. *Develop project management plan (PMP)*** – Project management activities will begin with preparation of a comprehensive project management plan (PMP). Elements of this plan will include frequency and methods of communication, quality management procedures, staffing details, a project work plan, invoicing, change management, and project closeout procedures. A detailed schedule will also be developed and is assumed to be an 12 month schedule. This document will be delivered within two weeks of acceptance of the official notice to proceed (NTP). It is assumed that the PMP will undergo one round of review and revision.
- 1.2. *Project kickoff*** – Following the execution of contract documents and NTP, CDM Smith will conduct a project kickoff meeting with the City project staff and the CDM Smith project team. The purpose of the kickoff meeting is to offer an opportunity to verify that CDM Smith's understanding of project goals and critical success factors are aligned with the City. The kickoff meeting is also an opportunity to make any final adjustments to the following prior to project initiation: scope elements and delivery approach; additional inputs available from internal analysis; and schedule. CDM Smith will prepare the agenda, meeting-related documents, and detailed meeting notes. This meeting will be held in person at the City's offices or other location of the City's choosing and assumes travel for up to four CDM Smith staff.
- 1.3. *Communications*** – This task is intended to address regular working meetings and status reporting not covered under specific scope items. All regular meetings are assumed to be remote/virtual unless otherwise specified.
- 1.4. *Monthly status calls*** – Status calls will be held with the City of Decatur's core project staff for up to 12 meetings. The purpose of these calls will be to provide updates on ongoing tasks, discuss project progress, and resolve any scheduling conflicts that may arise. During

these meetings CDM Smith will also discuss data needs and other items needed from the City to facilitate project progress. Each meeting will be attended by up to four CDM Smith staff.

**1.5. *Monthly status reports*** – Monthly status reports summarizing the work completed over the course of the month will be submitted with each invoice. A total of 12 reports are assumed to be submitted.

**1.6. *Other meetings*** – CDM Smith has scoped for up to four additional meetings of up to one hour each for currently unspecified purposes not already covered elsewhere in this scope of services. For cost-estimation purposes, one of these meetings are assumed to be held in-person. These may take the form of presentation of interim findings, meetings with City staff, or other stakeholder meetings not specified in the public outreach task described under Task 2. Direct costs are associated with travel for up to four staff for up to one occasion.

**1.7. *Technical Review Committee*** – An independent team of two senior technical staff will conduct an independent review of the analysis and recommendations and share findings and suggested edits to the draft report prior to submittal to the City of Decatur.

| <b><i>Deliverables</i></b>                                                                                                                                                                                                                             | <b><i>Direct Costs</i></b>                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>■ Draft and final Project Management Plan</li> <li>■ Project schedule (assumed 12 months)</li> <li>■ Meeting notes</li> <li>■ Monthly status reports (assumed 12 months)</li> <li>■ Monthly invoices</li> </ul> | <ul style="list-style-type: none"> <li>■ Travel</li> </ul> |

## **2. Current Conditions Assessment**

CDM Smith has identified key components of an existing conditions report based on the guidance provided by the U.S. Department of Energy’s Electric Vehicle Readiness guide for local communities. The following scope of work reflects that guidance.

**2.1. Policy and Planning Environment.** CDM will summarize the existing national, state, and local regulatory and policy context to provide an understanding of what has already been accomplished. Examples may include brief synopses of the state Climate and Equitable Jobs Act and REV Act, and the federal Infrastructure Investment and Jobs Act and Inflation Reduction Act. This subtask will also review and local ordinances, plans, policies, or regulations relevant to EV charging, as provided by the client.

**2.2. Review of Publicly Available Data.** CDM Smith will review publicly available data to assemble the existing conditions report. Data analysis will include:

Existing charging infrastructure and related data:

- EV registrations for light duty vehicles in Macon County over the past five years using Illinois Secretary of State data

- EV charging facilities in Macon County by type, including number of ports, from the U.S. Department of Energy
- Alternative Fuel Corridors identified in or near Macon County from FHWA
- Ameren utility map indicating available capacity, as publicly available

Sociodemographic and land use data:

- Population and housing data. This data will likely be sourced from the US Census. If available, this data will also include housing stock data, such as locations of single family or multifamily housing. If not readily available, housing stock data will be proxied by the City's current zoning data, submitted by the client in GIS format.
- Land use data. This data will include general land use types (e.g., commercial, residential, industrial, institutional, public right-of-way, public facilities), as well as key trip generators (e.g., major employment centers). It is assumed that the City will provide this data in GIS format.
- Environmental Justice populations by census tract, provided by either the federal Disadvantaged Communities tool or the Justice40 tool.

Travel Pattern Data. CDM Smith will leverage Replica to understand basic travel behavior in Macon County. Potential factors to be analyzed include the following:

- Trip Duration
- Trip Length
- Trip Purpose
- Origins and Destinations

Workforce Data. CDM Smith will use publicly available data (e.g., Bureau of Labor Statistics) to provide a snapshot of employment in Macon County with skillsets potentially related to Electric Vehicle Supply Equipment (EVSE).

**2.3. Review Existing Conditions.** – CDM Smith will prepare an existing conditions PowerPoint slide deck summarizing data collection and findings from subtasks 2.1 and 2.2. This document will not exceed 12 slides.

| <i><b>Deliverables</b></i>                                                              | <i><b>Direct Costs</b></i>                                           |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>▪ Existing Conditions PowerPoint deck</li> </ul> | <ul style="list-style-type: none"> <li>▪ None anticipated</li> </ul> |

### 3 EV Trends and Forecasts

**3.1 EV Adoption Estimates.** Under this subtask, CDM Smith will develop a planning-level forecast of EV adoption in Macon County. CDM Smith will develop a planning-level, data-driven forecast of EV adoption rates using data sources such as the US Energy Information Administration and Bloomberg New Energy Finance. Other factors including state and federal EV incentives, recent EV adoption rates, and automaker commitments may also be reflected.

**3.2 EV Forecast.** The findings of the analysis completed in Task 3.1 will be summarized in a PowerPoint presentation not to exceed 10 slides. The presentation will be subject to one round of client review and revision.

| <i>Deliverables</i>                                                                                     | <i>Direct Costs</i> |
|---------------------------------------------------------------------------------------------------------|---------------------|
| <ul style="list-style-type: none"><li>■ EV forecast PowerPoint presentation (up to 10 slides)</li></ul> |                     |

### 4 Needs Assessment and Gap Analysis

**4.1 Identification of Needs and Gaps.** Leveraging technical outputs from Task 3 (existing conditions) and Task 4 (EV forecast and emerging tech), CDM Smith will develop an evaluation of EV charging infrastructure needs and gaps in the City and region. Considerations for this evaluation will include an analysis of geographic distribution, utility capacity, EV adoption and fleet penetration, equity, and workforce development needs. The evaluation will leverage City data and publicly available tools designed to assist in planning for EV charging infrastructure, including those made available from the U.S. Department of Transportation and Joint Office of Energy and Transportation (JOET).

**4.2 EV Charging Opportunities.** Leveraging EV fleet adoption forecasts, current charging station types and locations, utility data, and data and information provided by the City, CDM Smith will provide a planning-level review of the requirements that may be placed on the local electrical grid. CDM Smith will also provide planning-level guidance on the site-level engineering requirements to support either Level 2 or DCFC charging, including electrical equipment requirements, site design standards, and best practices for equitable access (e.g., ADA compliance and pricing and ownership considerations for the charging stations). The siting analysis will not include environmental or infrastructure conditions for individual sites. Leveraging the map of existing facilities developed in Task 3, CDM Smith will conduct GIS analysis to identify gaps in the current charging network and make recommendations to fill those gaps in an EV charging opportunities map.

**4.3 EV Needs Assessment and Gap Analysis PowerPoint.** The analysis above will be summarized in a PowerPoint slide deck not to exceed 12 slides. The slides will be subject to one round of client review and revision.

| <i><b>Deliverables</b></i>                                                                                | <i><b>Direct Costs</b></i>                            |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Needs assessment and gap analysis PowerPoint slide deck</li> </ul> | <ul style="list-style-type: none"> <li>n/a</li> </ul> |

## **5 Best Practices Review**

**5.1 Policy and Regulatory Review.** The CDM Smith team will conduct a review of local government best practices related to EV policies and regulations including building codes, permitting, zoning, and workforce development and training. Our team will review up to 5 plans based on publicly available documentation, direct firm experience, and City recommendations.

To inform the regulatory approach to EV readiness, our team will compile examples and best practices of codes that have been implemented by peer communities. This may include relevant code examples developed to reduce the barriers for implementing EV infrastructure within the following categories:

- Zoning
- Development
- Building
- Signage
- Parking
- Effective integration with and into existing electric grid
- Public-Private partnership opportunities
- Impact on local traffic patterns
- Public acceptance and impact on EV sales in the region

Our team will develop a best practices PowerPoint presentation and a matrix that identifies the regulatory best practices that are best suited to application within Decatur. The PowerPoint presentation will not exceed 10 slides in length. The submittal will include appendices for (1) a detailed matrix of best practices and (2) a checklist and guide for local government zoning and code reforms. The presentation will be subject to one round of client review and revision.

| <i><b>Deliverables</b></i>                                                                                                                                  | <i><b>Direct Costs</b></i> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <ul style="list-style-type: none"> <li>PowerPoint presentation with a summary matrix and municipal checklist for local zoning and code revisions</li> </ul> |                            |

## **6 Deployment Strategy and Recommendations.**

**6.1 Regulatory Framework.** To guide the development of implementation actions for the City, CDM Smith will develop a high-level regulatory framework. Potential elements may include the following:

- Overall vision and goal statements
- Strategy for the City of Decatur’s role in transportation electrification including review of physical assets such as right-of-way and City facilities
- Outline of roles and responsibilities of the various stakeholders, including federal, state, and local government agencies, consumers, EV supply equipment providers, utilities, and potential site hosts

**6.2 Deployment Strategy and Recommendations.** CDM Smith will develop a planning-level strategy and recommendations for the City regarding electric vehicle charging infrastructure placement and accessibility. The Deployment Strategy will be based on outcomes from Task 2 through Task 6 and will include a menu of implementation actions and matrix of funding options. Included in the analysis and final deliverable will be an assessment of resources needed for implementation, capital and operational costs, and potential procurement models and options. The PowerPoint slide deck will not exceed 15 slides and will include two rounds of review by the City.

The recommendations and key themes included in CDM Smith’s final report will be driven primarily by the findings from Tasks 2 through 6. Key outcomes will also include findings and recommendations about the following topics:

- Potential impact of electric vehicle charging on electrical grid (estimated using assumptions on number of vehicles charging, and temporal charging based on location assumptions). This will be in coordination with Decatur’s utilities to better understand how vehicle charging can be integrated into the system to minimize its impacts on the grid and power generation infrastructure.
- Recommendations for public charging locations that reflect the goals of the city. The quantity of EV charging will be based on NREL’s EV Pro-Lite tool, with inputs developed from the EV adoption model created in Task 4. The goals will be translated into a location strategy that will help identify the geographic areas that chargers can be located that meet the outcomes desired by the City. For example, workplace charging can be prioritized if charger utilization is important – and the location map will show how these chargers can be prioritized geographically throughout the city. The final location map will be a “bubble” map that identifies the number of ports within key areas of the city. This can be coordinated with up to three goals and compiled into overlapping “bubbles” that indicate quantities of chargers by overall geographic location. This data will be compiled in GIS and shown as a static graphic within the Plan. The assumptions and GIS map package will be made available to City staff once completed.

| <i><b>Deliverables</b></i>                                                                                            | <i><b>Direct Costs</b></i>                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Deployment strategy PowerPoint slide deck, including funding matrix</li> </ul> | <ul style="list-style-type: none"> <li>Travel expenses for City Council presentation (if made in-person)</li> </ul> |

## 7 Final Report.

**7.1 Final Report.** This task consists of production of the final report. The report document—up to 50 pages in length not including the executive summary or technical appendices—will include an executive summary. The executive summary will be professionally produced with high quality visuals and layout up to five (5 pages) in length. The final report will consist of the information presented through PowerPoint presentations summarizing Tasks 2-7. Analytical tools developed as part of the project will also be documented. It is assumed that the document will undergo two rounds of revision. The report will be developed and optimized for electronic distribution. While no printed copies are anticipated, an unlocked PDF will be provided so that printed materials may be generated from the electronic document if desired.

| <i><b>Deliverables</b></i>                                                                                              | <i><b>Direct Costs</b></i> |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <ul style="list-style-type: none"> <li>Final Report, including Executive Summary (ES to be up to five pages)</li> </ul> |                            |

## Part B. Optional Scope of Services

### 8 OPTIONAL TASK #1 – Stakeholder and Public Outreach

- 8.1 *Stakeholder engagement plan* – CDM Smith will work with the City to develop one draft and one final Stakeholder Engagement Plan (SEP). The SEP will include a detailed engagement calendar and draft stakeholder list. It is assumed that the SEP will undergo one round of review and revision.
- 8.2 *Advisory Committee meetings* – CDM Smith will facilitate and prepare materials for up to three Advisory Committee meetings. Meeting materials will undergo one round of review and revision prior to presentation. Advisory Committee meetings will be virtual. CDM Smith will prepare invitations, agendas, presentation material, and notes for the Advisory Committee meetings. The client will be responsible for sending invitations.
- 8.3 *Stakeholder interviews* – CDM Smith will conduct up to eight (8) virtual stakeholder interviews. Up to two CDM Smith staff will attend the interviews, along with client representatives. CDM Smith will prepare draft interview questions prior to stakeholder interviews, which will be subjected to one round of review and revision by the City. CDM Smith will also prepare interview summary notes, which will undergo a maximum of one round of revisions.
- 8.4 *Plan branding and messaging* – CDM Smith will develop two draft options for plan name and branding and will make one round of revisions for the final plan name and branding. CDM Smith will develop one draft and one final plan fact sheet to include key messaging about the purpose of the plan, goals, timeline, and key opportunities for engagement.
- 8.5 *Project webpage* – CDM Smith will develop a webpage to be hosted on Decatur’s city website. The webpage will be used primarily to provide general information about the plan, planning process, and opportunities for engagement. The public survey and virtual meeting tool will be external links embedded on the plan webpage. CDM Smith will develop initial content and up to two content updates.
- 8.6 *Public survey* – CDM Smith will produce a public survey to collect initial feedback on key transportation challenges, issues, and solutions from the public. CDM Smith will develop one draft and one final list of up to 15 questions for a public survey and will manage the survey using the Alchemer platform. After the survey period closes, CDM Smith will provide a results summary memo and detailed data tables. CDM Smith will develop a survey flyer and draft material for print/social media advertisements for the City to use in promoting the survey.

| <b><i>Deliverables</i></b>                                                                                                                                                                                                            | <b><i>Direct Costs</i></b>                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>■ Stakeholder engagement plan</li><li>■ Meeting and survey materials</li><li>■ Interview summary notes</li><li>■ Initial website layout and content, and up to two updates of content</li></ul> | <ul style="list-style-type: none"><li>■ Printing</li><li>■ Survey tool</li><li>■ Newspaper/social media advertisements for public survey</li><li>■ Meeting room rental</li></ul> |

|                                                                                                                                                                    |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <ul style="list-style-type: none"> <li>■ Up to three Advisory Committee meetings</li> <li>■ One public survey</li> <li>■ Up to 8 stakeholder interviews</li> </ul> |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

## 9 **OPTIONAL TASK #2** - Equity and Environmental Justice Analyses

9.1 Equity and EJ Analysis. Leveraging publicly available data and outcomes from previous tasks, CDM Smith will develop an equity and EJ analysis to identify gaps and opportunities for EV Charging in disadvantaged communities. CDM Smith will summarize the analysis conducted using publicly available mapping tools such as EJScreen, Justice40, and other tools made available through JOET. Our analysis will include a review of barriers to adoption, emissions impacts, and workforce development in disadvantaged communities. It will also include identified strategies for the City to consider that may help address barriers and improve access to electric vehicles and charging infrastructure in disadvantaged communities.

For the Optional Scope of Services described above, the CITY and CONTRACTOR can jointly elect to amend the BASE contract in the lump sum amount of \$88,481.00 increasing the total amount of the contract to \$388,481.00. A contract amendment is required to add this optional scope of work and additional fee to the contract.

| <b><u>OPTIONAL</u> SCOPE OF WORK TASKS</b> |             |                     |                 |                    |                     |
|--------------------------------------------|-------------|---------------------|-----------------|--------------------|---------------------|
| Task                                       | Labor Hours | Labor \$            | Sub Consultants | Direct Costs       | Total Cost          |
| 8_Stakeholder & Public Outreach            | 354         | \$ 60,531.00        | \$ -            | \$ 1,830.00        | \$ 62,361.00        |
| 9_Equity and EJ Analyses                   | 132         | \$ 26,120.00        | \$ -            | \$ -               | \$ 26,120.00        |
| <b>Totals</b>                              | <b>486</b>  | <b>\$ 86,651.00</b> | <b>\$ -</b>     | <b>\$ 1,830.00</b> | <b>\$ 88,481.00</b> |

IN WITNESS WHEREOF, the City has caused this Agreement to be signed, sealed and attested by its City Manager and City Clerk.

THE CITY OF DECATUR, ILLINOIS

BY: \_\_\_\_\_

Scot L. Wrighton, City Manager

ATTEST:

BY: \_\_\_\_\_

Kim Althoff, City Clerk

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed, sealed and attested by its Corporate Officers this day of \_\_\_\_\_, 2023

CDM Smith Inc.

\_\_\_\_\_  
By: Steve S. Pasinski

Title: Client Service Leader | Associate

ATTEST: \_\_\_\_\_

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

Title: \_\_\_\_\_

## **EXHIBIT B REQUIRED CLAUSES**

### **REQUIRED CLAUSES**

#### **1. Incorporation of FTA Terms**

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.IF, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request of the City which would cause the City to be in violation of the FTA terms and conditions.

Pursuant to Federal, State, and Local Law: In performance of its obligations pursuant to this Contract, the Contractor and any subcontractors shall comply with all applicable provisions of federal, state, and local law, including the applicable provisions of the City's agreement with the Department and the Department's current Master Agreement with the FTA. All limits and standards set forth in this Contract to be observed in the performance of the services are minimum requirements and shall not affect the application to the performance of the services or more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City of Decatur and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **2. No Obligation by the Federal Government**

1. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **3. Program Fraud and False or Fraudulent Statements or Related Acts.**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions. Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Access to Records. The following requirements apply to this contract but do not apply to any subcontracts.

### **4. Access To Records**

1. The Contractor agrees to provide the City of Decatur, the FTA Administrator, the Secretary of Transportation, the Comptroller General of the United States or any of their authorized representative's access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
2. The Contractor agrees to maintain all books, records; accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City of Decatur, the FTA Administrator, the Secretary of Transportation, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (1).

## **5. Energy Conservation**

1. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan in compliance with the Energy Policy and Conservation Act.

## **6. Civil Rights.**

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

### **2. Equal Employment Opportunity**

(a) Race, Color, and Creed. National Origin. Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 m; film. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, 11 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with

disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. Suspension and/or Debarment. The Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier subcontract it enters into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension: and/or debarment.

## **7. Resolution of Disputes.**

For disputes arising in the performance of this Contract which are not resolved by agreement of the parties, the authorized representative of the City Manager of the City of Decatur shall decide which are not resolved by agreement of the parties, in writing. This decision shall be final and conclusive unless the Contractor mails or otherwise furnishes a written appeal to the City Manager within ten (10) days from the date of receipt of its copy. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the Contractor and the Contractor shall abide by the decision. Unless otherwise directed by the City, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

The City shall pursue all legal rights available to it in the enforcement or defense of any third-party contract, and FTA and the Department reserve the right to concur in any compromise or settlement of any third-party claim involving the City. The City shall notify the FTA and IDOT of any current or prospective major dispute pertaining to any third-party contract.

## **8. Ownership of Records and Documents/Confidential Information.**

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCD 140/1, et seq. (the "Act") requires the City to produce certain records that may be in the possession of Contractor. The restrictions on the use and disclosure of the

confidential information shall not apply to information which (a) was known to Contractor before receipt of same from the City; or (b) becomes publicly known other than through Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order. Contractor shall comply with the record retention and documentation requirements of the Local Records Act ILCS 205/1, et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

#### **9. Simplified Acquisition Threshold**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

#### **10. Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: (i) Complies with federal debarment and suspension requirements; and (ii) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

#### **11. Flow Down Requirement**

FTA Master Agreement (28) Section 39(b). Notification to FTA; If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must

include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have FY2022 Contractors Manual – Procurement 9-57 submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

## **12. Lobbying and Related Laws and Requisitions**

### **1. Improper Influence**

The Contractor and its Subcontractor, if any, certify that no grant funds have been paid or will be paid by or on the City’s behalf to any person influencing or attempting to influence an officer or employee of any governmental agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee or a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any agreement, grant, loan, or cooperative agreement. 31

USC 1352. Additionally, Contractors and its Subcontractor certify that they have filed the required certifications under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable with the City. The City shall forward these certifications to the Department.

2. Federal Form LLL

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

3. Lobbying Costs

The Contractor and its Subcontractor, if any, certify that they are in compliance with the restrictions on lobbying set forth in 2 CFR part 20.450. For any indirect costs associated with the Contract, total lobbying costs shall be separately identified in the program budget, and thereafter treated as unallowable costs.

4. Procurement Lobbying

The Contractor warrants and certifies that it and, to the best of their knowledge, their Subcontractor have complied and will comply with Executive Order No. 1 (2207)(EO 1-2007). EO 1-2007 generally prohibits Contractors and its Subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State of Illinois, or any other unit of government in Illinois, including local governments, if that procurement may result in a contract valued over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year preceding the procurement lobbying activity.

5. Subawards

The Contractor and Subcontractor, if any, must include the language of this Section in their contracts for this project. The Contractor and Subcontractor, if any, are subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR 200, the City shall forward all disclosures by the Contractor and Subcontractor, if any, to the Department.

**13. Disadvantaged Business Enterprises**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. For purposes of this contract, no goal or minimum required percentage was established as a requirement.

#### **14. Disadvantaged Assistance Acknowledgment**

Contracts resulting from procurement solicitations are subject to financial assistance agreements between the City, the Department, and/or the FTA. This contract is contingent upon said agreements with the Department and the FTA.

#### **15. Prohibited Interest of Local Official**

No member, or officer, or employee of the City of Decatur or local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

#### **16. Subcontracts**

The Contractor shall not enter into any sub-contracts or agreements, or start any work by the work forces of a subcontractor, or use any materials from the stores of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of the City. All such subcontracts and agreements shall be approved by the City.

#### **17. Assignment**

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the City. It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The City reserves the right to accept or reject any such assignment, although City acceptance shall not be unreasonably withheld. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

#### **18. Changes to Federal Requirements**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement between the Department and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the contract.

#### **19. Fly America**

The Contractor and its Subcontractor, if any, shall comply with 49 U.S.C Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B138942, 1981 U.S., Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

## **20. Clean Air**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C 7401 through 7671q, and;

1. The Contractor agrees to comply with applicable requirements of Section 176 of the Clean Air Act, 42 U.S.C 7506©, consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities", dated September 2, 2005, and any subsequent applicable Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funding or Approved Under Title 23 U.S.C. or the Federal Transit Act", 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans", 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. The Contractor further agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.
2. Since the City is an operator of a large public transportation bus fleet, the Contractor agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project:" Control of Air Pollution from Mobile Sources," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.
3. The Contractor also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans," 42 U.S.C. 7606 note. The Contractor agrees to report each violation, as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirement in each subcontract exceeding \$100,000 in whole or in part with Federal Assistance provided by the FTA.

## **21. Clean Air**

The Contractor and its subcontractors, if any, agree to comply with all applicable standards, order or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to DPTS and understand and agrees that DPTS will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 in whole or in part with Federal assistance provided by FTA.

## **22. Labor Provisions: Work Hours and Safely Standards Act**

The following provisions apply to all federally assisted non-construction contracts over \$2,500 (29 CFR 5.5 (b)).

- (a) Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic received compensation no less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- (b) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible thereof shall be liable for unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such district or such territory), for all liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.
- (c) Withholding for Unpaid Wages and Liquidated Damages: DOT, FTA, or DPTS shall upon their own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.
- (d) Subcontractors: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in above paragraphs under the heading of Labor Provisions and shall also require subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in the paragraphs of this section.
- (e) The requirements of the clauses contained in 29 CFR Part 5.5(b) or (a) through (d) above are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Part 5.1. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or the subcontractor for inspection, copying, or transcription by authorized representatives of DOT, the Department of Labor, FTA, or the City. The Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## 23. Intellectual Property

### 1. Patent Rights

(a) in accordance with 37 CFR 401, if any invention, improvement or discovery of the Contractor or subcontractors, if any, is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor and subcontractors, if any, agree to notify DPTS, the Illinois Department of Transportation, and the Federal Transit Administration immediately and provide a detailed report. The rights and responsibilities of DPTS, the Contractor, its subcontractors, if any, the Illinois Department of Transportation, and the Federal Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal and State laws, regulations, policies, and any waiver thereof.

(b) The Contractor and its subcontractors, if any, agree to include this intellectual property section in its contracts for planning, research studies, development, or demonstration under this Project.

### 2. Rights in Data and Copyrights

(a) The term “subject data” used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this contract. The term includes graphic or pictorial delineation in media such as drawings or photographs, text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

(b) The following restrictions apply to all subject data first produced in the performance of the contract:

(i) Except for its own internal use, the Contractor and its subcontractors, if any, may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the contractor or subcontractors, if any, authorize others to do so, without the Government’s written consent, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(ii) As authorized by 49 CFR Part 13.96, the Government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal and State Government purposes:

- a) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third-[party contract, irrespective of whether or not a copyright has been obtained; and
- b) Any rights of copyright to which a grantee or a third-party contractor purchases ownership with Federal or State assistance.

(iii) When the Government provides assistance to a Grantee for a project involving planning, research, development, or a demonstrations, it is generally the FTA and the Department's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless the FTA or the Illinois Department of Transportation determine otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration of project financed under the Acts, as amended, understand and agrees that, in addition to the rights set forth in subparagraph(b)(2) of this Patent Rights section, the Government may make available to DPTS and/or any third-party contractor, or third-party subcontractor, with the Government's license in any copyright to the subject data derived under this contract. In the event that such a Project, which is the subject of the contract is not completed for any reason whatsoever, all data developed under that Project shall become data defined in subparagraph (ii)(a) of this Patent Rights section and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for DPTS's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.

(iv) Unless prohibited by state law, the Contractor and its subcontractors, id any, agree to indemnify, save, and hold harmless the Government, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor or its subcontractors, if any, of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery use, or disposition of any data furnished under this contract. However, the Contractor and its subcontractors, if any, shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.

(v) nothing contained in this Patent Rights section pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the City, the Department, and FTA under any patent.

## 24. Titles

The Parties agree that the titles of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

## **25. National Intelligent Transportation Systems (ITS) Architecture and Standards**

To the extent applicable, the Contractor and its subcontractors shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, 5307©, 23 U.S.C. 512 note, and the provisions of FTA Notice "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001 and any subsequent further implementing directives.

## **26. Method of Payment**

Payment to the Contractor shall be made monthly from applications for payment that the Contractors submits to the City. The City shall issue payment to Contractor via Electronic Funds Transfer (EFT).

## **27. Contract Changes**

Any proposed change in this contract shall be submitted to the City for its prior approval and the City will make changes only by written contract modification that has the written concurrence of the Department.

## **28. Vendor Registration with the Illinois Department of Human Rights**

The City shall check whether the Contractor and its subcontractor(s) are registered with the Illinois Department of Human Rights, which ensures that the Contractor and its subcontractor(s) are not debarred or suspended pursuant to the Illinois Human Rights Act (775 ILCS 5/8-109(A)(2)). These registrations appear on the IDHR website.

If the Consultant and/or its subconsultants are non-compliant with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights (Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

Municipal Services

**DATE:** 7/27/2023

**MEMO:** 2023-72

**TO:** Honorable Mayor Pro-Tem Lisa Gregory and City Council Members

**FROM:** Scot Wrighton, City Manager  
Matt Newell, Public Works Director  
Byron Bowman, Municipal Services Manager  
Chris Bergschneider, Fleet Supervisor

**SUBJECT:** Resolution Accepting Custom Truck One Source for the Sourcewell Contract Purchase of One (1) 2024 Freightliner Bucket Truck.

**SUMMARY RECOMMENDATION:** Staff recommends awarding a Sourcewell contract in the amount of \$200,309.00 to Custom Truck One Source to furnish one (1) 2024 Freightliner Bucket Truck.

**BACKGROUND:**

The Public Works, Forestry Division has requested a new Bucket Truck with a wood chip box to replace the existing forestry Bucket Truck used for tree removal and trimming operations.

The unit being traded in is unit 423, a 2007 International 7400 Bucket Truck. It is selected to trade-in due to its age and condition. Unit 423 has 11,610 hours.

The replacement vehicle is estimated to be delivered in 25-30 weeks.

**PRIOR COUNCIL ACTION:**

This unit was proposed and approved by the City Council in the 2023 budget.

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

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

**INPUT FROM OTHER SOURCES:**

Fleet Maintenance wrote the bid specifications based on Forestry requirements.

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

**BUDGET/TIME IMPLICATIONS:**

Funding for the expenditure is provided in the FY2023 Budget.

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

**ATTACHMENTS:**

| Description                                                                                                                  | Type              |
|------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Resolution Accepting Custom Truck One Source for the Sourcewell Contract Purchase of One (1) 2024 Freightliner Bucket Truck. | Resolution Letter |

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

**RESOLUTION ACCEPTING CUSTOM TRUCK ONE SOURCE FOR THE  
SOURCEWELL CONTRACT PURCHASE OF ONE (1) 2024 FREIGHTLINER  
BUCKET TRUCK.**

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

Section 1. That the Sourcewell Bid to Custom Truck One Source quote received for one (1) 2024 Freightliner Bucket Truck, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Custom Truck One Source., in the amount of \$200,309.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Custom Truck One Source, for their quote price of \$200,309.00.

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

PRESENTED and ADOPTED this 7<sup>th</sup> day of August 2023.

---

Lisa Gregory, Mayor Pro Tem.

ATTEST:

---

Kim Althoff, City Clerk



12660 East Lynchburg Salem Turnpike, Forest, VA 24551  
Phone: 434-525-2929 – Fax: 434-525-0917

**Sourcewell User:**

City of Decatur  
Decatur, IL  
ID# 66300

Date: 07-20-2023

Sales Quote: JVagle(0702)70F Decatur-SW  
QR-044492  
Q-30626  
Quote Valid: 30 Days or Availability  
Sales Rep: Joe Vagle (jvagle@customtruck.com)  
(224) 240-6077

Sourcewell Contract: 110421-TER  
Quote Number: QU17237  
Terms: NET 20 Days  
Delivery: 25-30 WEEKS

Company: City of Decatur  
Contact: Christopher Bergschneider  
Address: 2600 North Jasper Street  
City, State: Decatur, IL 62526  
Phone: (217)424 2700  
E-Mail: rbergschneider@decaturil.gov

List Price: \$199,963.00  
FCA, Glen Ellyn, IL: Delivery Included  
Base Line Price: \$199,963.00  
CARB 2022 COMPLIANCE: INCLUDED  
Open Market Items: \$346.00  
Grand Total: \$200,309.00

**FREIGHTLINER XT PRO 70 INLINE FORESTRY ELEVATOR**

2024 Freightliner M2 106 (Painted White)  
Cummins ISB Diesel, 250 HP  
Block Heater  
141" CA  
Allison 3500 Series Automatic Transmission  
Air Brakes with Heated Air Dryer  
Driver Controlled Exhaust Brake  
Driver Controlled Locking Rear Differential  
13,300 lb. Front Axle, 21,000 lb. Rear Axle  
Factory De-Rated to 33,000 lb. GVWR  
Aluminum Cab & Fuel Tank (Reduced Weight)  
RH & LH Grab Handles  
Dust/Bug Screen Mounted Behind Grill  
Cruise Control  
Air Conditioning  
High Back Non-Suspension Driver's Seat  
2-Man Toolbox Mid-Back Non-Suspension Passenger Seat  
Weather Band AM/FM/AUX/USB/Bluetooth Radio  
Dash Mounted PTO Hour Meter  
Pre-Trip Lamp Inspection Switch  
(3) Keys  
Mud Flaps

Terex Hi-Ranger XT PRO 60/70 Lift (Painted White)  
10' In-Line Elevator (Painted White)  
75' Working Height  
24 x 24 x 42 Platform & Liner with Scuff Pad  
"3D" One Hand Control  
40-gallon Hydraulic Reservoir with Shut-Off Valve  
(Painted White)  
Upper Boom Rest Tie Down  
Mechanical Platform Leveling  
Manual Platform Tilt  
Full Pressure, Open Center Hydraulic System  
Self-Locking Hydraulic Rotational Gear Box  
Continuous Unrestricted Rotation  
Dual Hydraulic Tool Outlets at Platform  
(1) Set Hydraulic Outriggers (Painted White)  
(1) Set Outtrigger Pads with Holders (Painted Black)

(2) Sets Outtrigger Controls/ Electric over Hydraulic with Motion Alarm  
Outtrigger & Parking Brake Interlock  
Full Hydraulic Pressure at 1100 RPM Engine Speed  
10 Year Maintenance Free Leveling Chain  
One Piece Molded Control Covers  
11' L x 96" W x 60" T Chip Body, 15" W Curb-Side Ladder/Pole Box & Hoist  
Assembly with Holding Valve (Painted White)  
44" L x 50" T x 25" D, 2-Door Cabinet Box with Rope Hooks, with 3-Point  
Locking System and T-Handle Security, Installed Curb-Side (Painted  
White)  
36" L x 13" T x 25" D thru/Pole Box with Drop Door with T-Handle Security  
and Locking Rod, Installed Curb-Side, (Painted White)  
72" L x 50" T x 22" D, 3-Door Cabinet thru Box with 3-Point Locking System  
and T-Handle Security, Installed Street-Side (Painted White)  
(2) Keyed Padlocks Included, Installed  
Spring Loaded Cab Guard with Access Steps & Grab Handles, (Painted Black)  
(2) Wheel Chocks with Underbody Storage (painted black)  
Electric Trailer Brake Controller  
6-Prong & 7-Prong Trailer Socket  
HOT Shift PTO with Electric Dash Switch Installed in Cab  
Rear Bumper (Painted Black) with PH30 Pintle Hook  
Rear Hitch Security Plate, (1) Keyed Padlock Included  
Heavy Duty Front Construction Bumper (Painted Black)

All Lights on Body Package to be LED  
Lighting Kit to Meet FMVSS #108 Standards  
4-Point Amber LED Strobe Package  
2.5 lb. ABC Fire Extinguisher  
Triangle Reflector Kit  
Full Body Harness with Attached Lanyard  
(1) Replacement Hydraulic Filter  
DOT Inspection  
Road Tested  
Safety Inspected, and Dialectic Tested

**EXHIBIT A**

Public Works

**DATE:** 7/24/2023

**MEMO:** 2023-71

**TO:** Lisa Gregory, Mayor Pro-Tem and City Council

**FROM:** Scot Wrighton, City Manager  
Matt Newell, P.E., Public Works Director  
Keith Alexander, Water Production Manager  
Jennifer Gunter, Watershed and Lake Manager

**SUBJECT:** Resolution Accepting the Bid of Homer Tree Care, Inc. for Lake Embankment Tree and Shrub Removal

**SUMMARY RECOMMENDATION:**

City Council is asked to authorize the execution of a purchase order between the City of Decatur and Homer Tree Care, Inc. for Lake Embankment Tree and Shrub Removal along south side of U.S. Route 36 for their low bid price of \$79,500.00.

**BACKGROUND:**

The trees and brush along U.S. Route 36 next to the lake are being removed to open up the view of the Lake and remove undesirable vegetation. See attached map for the location. Past City Councils have requested that these major transportation routes be cleared of the trees and brush that block views of the Lake. This has been an annual project for many years. Much of this area is ripped so the reestablishment of ground cover is not a concern. Staff consulted with the Macon County Conservation District and it was determined that this location is not favorable for native plant restoration due to the steep slope of the terrain.

Bids were sent out by the Purchasing Division on July 6, 2023. Two bids were received with Homer Tree Care, Inc. submitting the lowest bid price. The contractor did submit minority requirements. The removal of trees and brush is not prevailing wage work according to Prevailing Wage Act guidelines.

**POTENTIAL OBJECTIONS:** None foreseen.

**STAFF REFERENCE:** Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Jennifer Gunter, Watershed and Lake Manager, 424-2834. Matt will be present at the Council meeting.

**BUDGET/TIME IMPLICATIONS:**

This project is an annual expense in the Lake Services operating budget. The low bid came in \$19,500 over the budgeted amount however the Lake Services budget can absorb this additional expense due to underspending in other categories.

**ATTACHMENTS:**

| Description                                                                                     | Type              |
|-------------------------------------------------------------------------------------------------|-------------------|
| Resolution Accepting the Bid of Homer Tree Care, Inc For Lake Embankment Tree and Shrub Removal | Resolution Letter |
| Bid Tab - Exhibit A                                                                             | Exhibit           |
| Tree Removal Map                                                                                | Backup Material   |

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

**RESOLUTION ACCEPTING THE BID OF HOMER TREE CARE, INC.  
FOR LAKE EMBANKMENT TREE AND SHRUB REMOVAL**

---

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

Section 1. That the tabulation of bids received for Lake Embankment Tree and Shrub Removal presented herewith as Exhibit A and made part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid price provided by Homer Tree Care, Inc., in the amount of \$79,500.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Homer Tree Care, Inc., for their bid price of \$79,500.00.

PRESENTED and ADOPTED this 7th day of August 2023.

---

Lisa Gregory, Mayor Pro Tem

ATTEST:

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City Clerk

[illegible]

TOTAL

\$79,500.00

\$149,900.00



# Planned Tree and Brush Removal

City of Decatur, Illinois

 Planned Tree Removal



## Information Technology

**DATE:** 8/7/2023

**MEMO:** 2023-10

**TO:** Lisa Gregory, Mayor Pro Tem and City Council Members

**FROM:** Jim Edwards, IT Director

**SUBJECT:** Resolution Approving Expenditure of City Funds for Implementation of Office 365 Exchange Online with Presidio Networked Solutions Group, LLC

**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council approve the attached resolution authorizing the City Manager to pay an invoice in the amount of \$21,675 to Presidio Networked Solutions Group, LLC work completed to implement and migrate Email Data to Microsoft Exchange Online.

**BACKGROUND:** On June 3, 2022, The City approved an Office 365 Migration Statement of Work (attached for your reference) to complete an Email migration of City Email System from an on-premise server to Microsoft's Cloud solution called Exchange online. This project was budgeted for completion and final payment was to be made in fiscal year 2022. Circumstances beyond the City's control delayed this project, and it was not fully completed until July 2023.

Therefore, the final milestone payment was not paid in 2022 and is now presented for payment in 2023. Since this item was not specifically spelled out in the fiscal year 2023 budget, it is being presented to you today for payment authorization.

**PRIOR COUNCIL ACTION:** None

**POTENTIAL OBJECTIONS:** None Anticipated

**INPUT FROM OTHER SOURCES:** None

**STAFF REFERENCE:** Jim Edwards, IT Director (450-2236)

**BUDGET/TIME IMPLICATIONS:**

The funding for this project will come from the Information Technology General Fund Budget utilizing fund savings from other projects. This cost is not expected to cause the Information Technology budget to be exceeded.

**ATTACHMENTS:**

| Description                         | Type              |
|-------------------------------------|-------------------|
| Resolution                          | Resolution Letter |
| Original Statement of Work          | Backup Material   |
| Presidio Invoice for Completed Work | Backup Material   |

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

**RESOLUTION APPROVING EXPENDITURE OF CITY FUNDS FOR  
IMPLEMENTATION OF OFFICE 365 EXCHANGE ONLINE WITH PRESIDIO  
NETWORKED SOLUTIONS GROUP, LLC**

---

**Section 1.** That the Invoice presented to the City Council herewith from Presidio Networked Solutions Group for implementation of Office 365 Exchange Online, be, and it is hereby, received, placed on file, and approved.

**Section 2.** That the City Manager or his designee be, and they are hereby, authorized and directed to execute a Purchase Order to Presidio Networked Solutions Group in an amount not to exceed \$21,675.

PRESENTED and ADOPTED this 7th day of August 2023.

\_\_\_\_\_  
LISA GREGORY, MAYOR PRO TEM

ATTEST:

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



# **Office 365 Migration**

## **STATEMENT OF WORK**

**CITY OF DECATUR IL**

3-Jun-2022

## PROPOSAL TEAM

| Name          | Company/Function            | Phone        | Email                  |
|---------------|-----------------------------|--------------|------------------------|
| Tadd Gerst    | Presidio Account Manager    | 309.830.4260 | tgerst@presidio.com    |
| Joel McMillin | Presidio Solution Architect | 217.304.0102 | jmcmillin@presidio.com |

## REVISION HISTORY

| Revision | Revision Date | Name          | Notes                       |
|----------|---------------|---------------|-----------------------------|
| V0.1     | 23-Dec-2021   | Joel McMillin | First Internal Release      |
| V1.0     | 23-Dec-2021   | Joel McMillin | First Client Release        |
| V1.1     | 3-Jun-2022    | Joel McMillin | Updated after Client Review |

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The scope and pricing are valid for 60 days unless otherwise noted.

## 1. EXECUTIVE OVERVIEW

### 1.1. Introduction

Presidio Networked Solutions Group LLC ("Presidio") is pleased to propose the following solution to City of Decatur IL ("Client"). This Statement of Work ("SOW") defines the scope of work to be accomplished by Presidio. The tasks to be performed by Presidio are defined and the responsibilities of Presidio and Client are contained herein as well.

### 1.2. Solution and Approach Overview

Client has requested that Presidio submit a proposal to migrate mailboxes from their Exchange 2013 environment to Office 365. Presidio will review the Client's Azure AD Connect and Seamless Single Sign-On (SSO) settings. Presidio will setup a new Exchange 2016 as a Hybrid server. Presidio will perform mailbox migrations from Exchange 2013 to Office 365.

### 1.3. Locations

Work will be done at the following locations. All work will be performed remotely unless otherwise specified.

| Site Name | Address                             | City State ZIP   | On-Site / Remote Services |
|-----------|-------------------------------------|------------------|---------------------------|
| Primary   | 1 Gary K Anderson Plaza - 3rd Floor | Decatur IL 62523 | Remote                    |

## 2. SCOPE OF WORK

### 2.1. Project Scope

Presidio proposes a multi-phased approach to this project. An Assessment and Remediation phase would gather all pertinent information to assess the current configuration and reveal any necessary remediation steps. A Planning and Design Phase would follow to develop a Design in a collaborative way with the Client team. A Configuration Phase will implement the configurations defined in the Design Document. The Pilot and Migration Phase would then migrate the workloads according to the timelines defined in the Planning sessions.

#### 2.1.1. Current Client Environment:

- Exchange 2013 (single server)
- 500 Mailboxes
- Public Folders (mostly shared calendars). Migration is out of scope for this SOW
- No PST files
- SPAM Titan is used for mail hygiene
- GFI is used for mail archiving
- Azure AD Connect in place for M365 Apps
- Currently using DUO for MFA

#### 2.1.2. Phase 1 – Assessment, Planning and Design

- Project Requirements
- Project Scheduling
- Assessment
  - Active Directory Review

- Review Network/Site Topology
- User Home Folders
- Azure AD Connect
- ADFS Environment
- Exchange Environment
  - Assess Existing Exchange 2013 Environment
    - Mail Flow and Message Hygiene
    - Mailboxes
    - User Mailboxes
    - User Mailbox Archives
    - Shared Mailboxes
    - Resource Mailboxes
    - 3<sup>rd</sup> Party Software
    - Retention Policies
- Identify any required remediation steps
  - Active Directory issues identified in AD Identity Assessment
  - Exchange Service Packs and Cumulative Updates
  - 3<sup>rd</sup> Party Software
- Conduct Design Workshops
  - General
    - Migration Methodology and Schedule
    - User Synchronization, Authentication and Authorization
    - Compliance and Security
    - Governance
    - Tenant Configuration
    - Supported Clients
    - 3<sup>rd</sup> Party Integration
  - Exchange 2016 Hybrid Server
    - Mail Flow, Message Hygiene, and Archiving
    - Hybrid Configuration
    - Retention Policies
  - Azure AD Connect changes needed (if any)
- Create Systems Engineering Report (SER) for client approval

### **2.1.3. Phase 2 – Implementation and Configuration**

- Presidio will Install and Configure the following services as defined in SER
  - Azure AD Connect:
    - Upgrade and configure Azure AD Connect (as needed)
  - Office 365

- Configure Company Branding (as needed)
- Configure Email domains
- Exchange 2016 Hybrid:
  - Install Exchange 2016 on a new virtual server provided by the Client
  - Configure Hybrid setup on the new Exchange 2016 server.
  - Configure and Test Mail Flow through Hybrid Server
  - Configure Office 365/Exchange Online for Client email domain(s)

#### **2.1.4. Phase 3 – Pilot and Production Migration to Exchange Online**

- Perform Pilot Migration
  - Migrate up to 15 mailboxes to Exchange Online as a Pilot (after hours)
  - Identify and remediate any issues discovered in the Pilot Migration
- Perform Production Migrations
  - Migrate remaining mailboxes to Exchange Online in two (2) migration phases (after hours)
  - Identify and remediate any issues discovered in Production migration
- Perform Remaining Migrations
  - Migrate Resource Mailboxes to Exchange Online in a single migration phase
- Provide up to 4 hours per phase of First Day In Service (FDIS)/Go Live Support for Pilot and Production mailbox migrations
- Consult with Client on changes needed to SPAM Titan to forward incoming email to Exchange Online
- Consult with Client on integration of GFI archiving to Exchange Online
- Provide instructions on moving devices using Exchange as a SMTP relay to new Exchange Hybrid server or Exchange Online directly.
- Provide instructions on decommissioning Exchange 2013 server once all relays have been moved.

## **2.2. Training & Knowledge Transfer**

Presidio will provide a 4-hour workshop for instructing staff on the settings and day-to-day management for the following components:

- Office 365

## **2.3. Deliverables**

Documentation may be created by Presidio and provided as part of the Project Deliverables. Some of these deliverables may be delivered as a single document. The specific documentation to be provided depends on your chosen solution(s); several example documentation items are listed below. Additional documentation and/or printed documentation is available upon request for an additional cost.

| Deliverable                     | Format |
|---------------------------------|--------|
| System Engineering Report (SER) | PDF    |
| As-Built Documentation          | WORD   |

With the exception of Project Status Reports, each deliverable material will be approved in accordance with the following procedure:

- If a written list of requested changes is received within five (5) business days, the Presidio Project Team will make the agreed upon revisions and will, within five (5) business days, re-submit the updated version to Client.
- At that time Client has five (5) business days to review and request changes for the final document. If no written response is received from Client within five (5) business days, either accepting or requesting changes, then the deliverable material shall be deemed accepted.
- Deliverable documentation may be delivered via email, uploaded to a portal, or provided on a physical media and it may be provided in either an encrypted or unencrypted format. If Client requests a specific delivery method and format, Presidio will use that method for all documentation delivery and format otherwise, the sender will choose a delivery method and format that they feel is appropriate given the content of the documentation.

## **2.4. Project Management**

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for timely completion of the scope, schedule and budget utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- Remote kickoff meeting
- Planning and design session facilitation
- Deliverable/milestone tracking (High-Level Plan)
- Resource scheduling and oversight
- Escalation facilitation
- Working calls as required
- Regularly scheduled status meetings
- Agenda, meeting minutes and risk/issue/action item tracking
- Scope/budget Management
- Project closeout

## **2.5. Project Change Request Process**

Any items that are determined to be outside of this Scope of Work and deliverables defined must be submitted with a Project Change Request Form. No work outside of this Scope of Work will be undertaken without written approval and processing of a Project Change Request.

In the event that both Presidio and Client agree to a change in this Statement of Work, a written description of the agreed upon change will be prepared using a Project Change Request (PCR) form, which both parties must sign. The PCR form will be used to describe the change, the rationale for the change, and to specify any change in the scope, schedule or budget. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Modifications in project scope including but not limited to the following will require a change order:

- Customer requested changes in outcome, approach, features, or capabilities.
- Additional required tasks discovered through the planning and design review, but not mentioned in this SOW or changes to the design after the Sign-off of the design phase and/or during the implementation phase.
- Upgrade, modification, or repair of equipment or applications to effectively deploy this scope.
- Changes required to existing infrastructure components, not called out in this Statement of Work including patching and/or reconfiguration.
- Remedial work for the resolution of issues which existed prior to the installation (bad cables, lost passwords, third-party solutions, and so forth).
- Defective equipment provided by Client and integrated into the solution requiring additional diagnostic troubleshooting and/or remediation.
- Troubleshooting issues due Client changes to configurations made "after" releasing the system or "after" a specific milestone completion in a multi-site phased deployment
- Delays due to issues relating to site preparation that result in delays to the project.
- Delays in responding to scheduling requests, acceptance requests, and requests for information.
- Insufficient notice of a schedule change. If 24-hour notice is not provided charges may be applied.

### 3. ASSUMPTIONS

Presidio makes the following assumptions in developing this Statement of Work. These assumptions serve as the foundation to which the project estimate, approach and timeline were developed. By signing this SOW, Client agrees that these assumptions are correct and valid. Any changes to the following assumptions must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

#### 3.1. General Assumptions

The following project assumptions are made and will be verified as part of the engagement:

1. Client has read and agrees with all items contained or omitted within this Statement of Work.
2. This SoW supersedes any previous scope discussion or agreement including "Vision Deck" PowerPoint proposals, emails, or verbal communications.
3. All Presidio activities will take place during normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays) unless noted as "Off Hours" in this SOW.
4. Any items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
5. If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
6. Presidio will not be held responsible for troubleshooting networks, applications and/or hardware if Client has no formal change management documented processes and policies
7. Presidio may engage subcontractors and third parties in performing a portion of this work.
8. Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
9. Some activities included in this project may be performed on Presidio's premises.
10. Not all features or functions of the installed system are included in the scope of this engagement
11. Presidio reserves the right to modify the approach outlined within this SoW if it does not alter the timeline or overall outcome of the engagement.
12. Presidio will configure the systems outlined within this Statement of Work, with a unique set of authentication credentials, unless otherwise provided by Client. Upon the completion of the engagement, Presidio will provide Client with all user names, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.
13. All work will be performed remotely. Utilizing WebEx as a VPN solution is out of scope. If Presidio has no other option, Presidio will issue a Change order to add additional funds to the project to accommodate the use of WebEx as a VPN solution.
14. Hands-on configuration of Barracuda email security is not included in this scope of work.
15. Hands-on configuration of GFI archiving is not included in this scope of work.

#### 3.2. Client Responsibilities

The following items are listed as responsibilities of Client for this engagement. Client is responsible for performing the items and activities listed in this section or arranging for them to be performed by a third-party if appropriate.

1. Provide a single Client point of contact with the authority and the responsibility of issue resolution and the identification, coordination and scheduling of Client personnel to participate in the implementation of the SOW. Without a single Client point of contact, a Project Change Request may be required for the additional effort by Presidio.
2. Participate in any required design sessions or workshops.

3. Provide or procure all appropriate hardware, software, licensing and media required for implementation of the SOW.
4. Supply current equipment configuration for review if applicable.
5. Schedule appropriate maintenance windows for system upgrades or installs and notify user community.
6. Be responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.
7. Dispose all retired equipment as part of this project.
8. Provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies; and provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
9. Provide to Presidio all required IP addresses, passwords, system names, and aliases.
10. Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
11. Provide adequate facilities for the installation of the hardware. This includes all necessary peripheral hardware (KVM ports or monitors, keyboards, mice, network access, etc.) as well as electrical and spatial needs and required antivirus software.
12. Provide high-speed access to the Internet for verification of device support requirements and for software downloads.
13. Verify operation of the installed/upgraded equipment per the predefined Verification Plan.
14. Provide Presidio administrator access on appropriate devices for the completion of the engagement.
15. Complete all Client installations where required in accordance with Client PC requirements for the new application versions.
16. Provide remote access for troubleshooting and configurations related to the project - preferably VPN access, as necessary.
17. Provide requested documentation or information needed for the project within two (2) business days, unless otherwise agreed to by all parties.
18. Client workstations have Office 2016 or later installed, fully patched and Outlook in cached mode
19. Client workstations are running at least the Windows 10 1903 operating system.
20. Client is responsible for any client desktop or device issues/reconfiguring.
21. Client will procure any third-party SSL/TLS certificates needed for this effort.
22. Client is responsible for any compatibility issues with 3rd party Outlook add-ins that their users may be using with or without IT knowledge.
23. If the Client wants assistance converting Public Folders to Shared Mailboxes/Shared Calendars, Presidio will handle on a time and materials basis outside of this scope of work.
24. If the Client wants third-party archives migrated, they will be responsible for any message hydration into Exchange or Presidio will handle on a time and materials basis outside of this scope of work.
25. Client Apple/Mac workstations have Office 2016 (or a newer version) installed and Outlook in cached mode.
26. As the trusted advisor for performing services delivery for this engagement, the client will assign Presidio the appropriate Microsoft Cloud designation for the workloads inclusive in this statement of work including Customer Partner of Record (CPOR), Digital Partner of Record (DPOR), FastTrack Ready Partner (FRP) and Partner Admin Link (PAL) status. Presidio requires this linkage to maintain Microsoft partner statuses and reporting for the following benefits to our customers such as: Access to customer funding programs, providing no-cost guidance to customers for specific workloads, access to pre-release information to educate our clients, access to internal Microsoft resources and programs that are beneficial to our customers.

27. Client is responsible for implementing a backup strategy for any new servers implemented as a part of this project prior to the start of any migrations.
28. Client is responsible for the base Operating System (OS) server builds. Servers built by the customer for this project will be provided with the base OS loaded, on the latest Service Pack, and fully patched. They will have permanent static IP addresses and the permanent names assigned, such that these will not be changed until after project acceptance and close-out. Servers will be built cleanly from unaltered Microsoft ISO images. If deployed from a template or cloned the template must be an unaltered base OS image and properly generalized using the SYSPREP utility prior to use in this engagement.
29. Client is responsible for subsequent patching and maintenance on servers and applications have been deployed as a part of this project.

## 4. PRICING

Presidio is providing a Fixed Fee Price as part of this Statement of Work. Presidio will invoice Client based on the project milestone(s) listed below:

| Milestone Name                  | Amount             |
|---------------------------------|--------------------|
| <b>Client Kickoff Completed</b> | \$7,225.00         |
| <b>Project Closure</b>          | \$21,675.00        |
| <b>Total</b>                    | <b>\$28,900.00</b> |

Presidio will bill Client upon completion of each Milestone. Invoices may contain multiple Milestones.

If Client requires a change in the scope of work, the parties will negotiate in good faith to generate a written change order documenting the additional labor and requirements that will be mutually agreed upon by the parties prior to onset of the additional work. Payment terms are subject to credit department approval and will be negotiated and documented on a valid purchase order or other financial document. Presidio payment terms are Net-30. If Client fails to provide a notice of acceptance or a statement of issues to be resolved within ten (10) business days of project conclusion, the project will be deemed accepted and Client will be invoiced.

### 4.1. Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work and therefore no expenses will be billed to Client.

### 4.2. Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work will not be charged to Client.

## 5. TERMS AND CONDITIONS

The following terms and conditions shall govern this Statement of Work (SOW) unless a valid Master Services & Product Agreement between the parties, if any, for professional services has been executed and is in force at the time any SOW is executed; in which case the terms of the Master Services & Product Agreement shall govern to the extent that they are inconsistent with this SOW.

1. Purchase Orders, Invoicing, Payment and Acceptance. Any purchase order submitted by City of Decatur IL "CLIENT" in connection with this SOW shall be deemed subject to these Additional Terms and this SOW. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by PRESIDIO. PRESIDIO's performance of such purchase order shall not constitute PRESIDIO's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants PRESIDIO the right to invoice CLIENT and authorizes payment to PRESIDIO for the amounts owed. Further, CLIENT represents that PRESIDIO can rely on such CLIENT signature for payment.

PRESIDIO shall invoice CLIENT for the Services in accordance with the terms stated in the SOW. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.

CLIENT shall make payment to PRESIDIO within thirty (30) days from the date of invoice. Except for taxes due on PRESIDIO's net income, CLIENT shall pay all taxes. PRESIDIO reserves the right to bill CLIENT for additional work requested by CLIENT and performed by PRESIDIO, and for applicable expenses incurred by PRESIDIO pursuant to providing such additional services, which are not described in this SOW.

Unless otherwise indicated in this SOW, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this SOW, Projects shall be deemed accepted upon the earlier of PRESIDIO's receipt of a signed Milestone Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or ten (10) calendar days from the date of the delivery of the milestone deliverable. If acceptance is refused, Client shall provide, in writing to PRESIDIO, its reasonable basis for refusal, prior to the expiration of the Ten (10) calendar day period. PRESIDIO shall address the issue before subsequent work is undertaken.

**Limitations of Warranties. PRESIDIO WARRANTS THAT SERVICES SHALL BE PROVIDED BY COMPETENT PERSONNEL IN ACCORDANCE WITH APPLICABLE PROFESSIONAL STANDARDS. WITH RESPECT TO SERVICES PERFORMED BY PRESIDIO, PRESIDIO WARRANTS TO CLIENT, THAT THE SERVICES RENDERED SHALL BE PERFORMED IN A SKILLFUL AND PROFESSIONAL MANNER COMMENSURATE WITH THE REQUIREMENTS OF THIS EFFORT. CLIENT SHALL NOTIFY PRESIDIO IN WRITING WITHIN THIRTY (30) DAYS AFTER COMPLETION OF THE SERVICES IN QUESTION WHEN ANY OF THE SERVICES FAIL TO CONFORM TO THE STANDARD OF CARE SET FORTH IN THIS AGREEMENT. THE PASSAGE OF THE THIRTY (30) DAY PERIOD AFTER COMPLETION OF THE SERVICES WITHOUT THE NOTIFICATION DESCRIBED HEREIN SHALL CONSTITUTE CLIENT'S FINAL ACCEPTANCE OF THE SERVICES. TROUBLESHOOTING AND RECONFIGURATION DUE TO CHANGES TO THE CONFIGURATION BY CLIENT AFTER DELIVERY WILL REQUIRE THE PREPARATION OF A BILLABLE CHANGE ORDER AND PRESIDIO WILL USE ITS BEST EFFORTS TO PROVIDE ANY ADDITIONAL SUPPORT THAT MAY BE REQUIRED THEREAFTER ON A TIME AND MATERIALS BASIS AS SOON AS RESOURCES ARE REASONABLY AVAILABLE. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

2. Intellectual Property. CLIENT acknowledges that PRESIDIO, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any PRESIDIO software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by PRESIDIO, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
3. Confidential Information. The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this SOW. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.

4. **Limitation of Liability.** IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, PRESIDIO will have no responsibility for the adequacy or performance of (i) any third party software provided to PRESIDIO under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
5. **Non-Solicitation Provision.** During the term of this SOW and for twelve (12) months thereafter, CLIENT will not solicit for a permanent or other position any employee or subcontractor of PRESIDIO to whom CLIENT was introduced through its relationship with PRESIDIO. Should CLIENT solicit and/or hire an employee or contractor from PRESIDIO, CLIENT shall pay to PRESIDIO an administrative fee equal to 1 year's salary of the employee's new salary at CLIENT.
6. **Force Majeure.** Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
7. **Choice of Law and Venue.** The parties will attempt to settle any claim or controversy arising under this SOW through consultation and negotiation in good faith and a spirit of mutual cooperation. This SOW and all matters relating thereto shall be governed exclusively by the substantive law of the State of Michigan. Any dispute relating directly or indirectly to this SOW or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Kent County, Michigan, that being the exclusive venue for any dispute between or any claims held by any of the parties to this SOW.
8. **Miscellaneous.** This SOW constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this SOW shall be incorporated. This SOW shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by PRESIDIO be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional SOW as appropriate. PRESIDIO will invoice CLIENT for any additional work performed and expenses incurred which are not described in this SOW. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
9. **Severability.** The provisions of this SOW are severable. If any provision of this SOW or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this SOW to other persons or circumstances shall not be affected.

## 6. APPROVAL SIGNOFF

The use of signatures on this Statement of Work is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Statement of Work is valid for a period of sixty (60) days from the date that this Statement of Work is provided by Presidio to Client unless otherwise agreed to by both parties.

City of Decatur IL

---

Signature

Date

---

Printed Name

Presidio

---

Signature

Date

---

Printed Name & Title



Presidio Networked Solutions Group, LLC  
EIN: 76-0515249, DUNS: 15-405-0959  
For questions on this invoice please call:  
Deepa Patel  
(p) +1.312.265.2437, (f)  
deepapatel@presidio.com

Please send payments  
made payable to:  
Presidio Networked Solutions Group, LLC  
PO Box 677638  
Dallas, TX 75267-7638  
  
Wire or ACH Payments:  
PNC Bank  
Acct: 8616159745  
ABA 031000053

**INVOICE: 6023423003608**

DATE: 7/25/2023

PAGE: 1 of 1

**BILL TO:** City of Decatur IL  
Accounts Payable  
1 Gary K Anderson Plaza  
Decatur, IL 62523

**WORK LOCATION:** City of Decatur IL  
James Edwards  
1 Gary K Anderson Plaza  
Decatur, IL 62523

**Customer #:** CITYO522  
**Account Manager:** Tadd Gerst  
**Payment Terms:** NET30  
**Title:** CITYO522 Office 365 Migration (3001252202558) [FF]  
**Comments:** 3001252202558

**Customer PO#:** J. EDWARDS 6.10.22  
**Order #:** 3001252202558  
**Quote #:** 2003522072468-01

**Fixed Fee**

| Description     | Amount      |
|-----------------|-------------|
| Project Closure | \$21,675.00 |

**Total:** \$21,675.00

|                          |                    |
|--------------------------|--------------------|
| Subtotal:                | \$21,675.00        |
| ILLINOIS, STATE OF Taxes | \$0.00             |
| <b>Amount Due:</b>       | <b>\$21,675.00</b> |

## Information Technology

**DATE:** 8/7/2023

**MEMO:** 2023-11

**TO:** Lisa Gregory, Mayor Pro Tem and City Council Members

**FROM:** James Edwards, IT Director

**SUBJECT:** Resolution Authorizing Renewal of Tyler Technologies, Inc. Maintenance and Support for Court Case Management Suite

**SUMMARY RECOMMENDATION:** Staff recommends that the City Council approve the attached resolution, authorizing the City Manager to renew the annual software maintenance for the Incode Court Case Management Suite and Incode Content/Document Management Suite with Tyler Technologies, Inc.

**BACKGROUND:**

In prior years, City Council has approved annual software maintenance renewals with Tyler Technologies, Inc. to use their Incode Court Case Management Suite and associated Content/Document Management Software for the Administrative Code Enforcement System (Admin Court).

To simplify billing and payments going forward, another related cost for online access for this system, normally billed separately, has been added to the attached annual software maintenance renewal invoice. The invoice represents a contractual 6.5% increase over last year's maintenance costs plus the \$1,800 for the online access component totaling \$48,834.42. The period covered by this renewal is September 1, 2023, thru August 31, 2024. This software is used by the Legal, Community Development and Finance Departments.

**PRIOR COUNCIL ACTION:**

City has maintained an Annual License and Support Agreement with Tyler for the Incode Court Case Management Software to ensure current version of the system is in operation and is necessary to continue using the licensed software going forward.

**POTENTIAL OBJECTIONS:** None Anticipated

**INPUT FROM OTHER SOURCES:** None

**STAFF REFERENCE:** James Edwards, IT Director, (217)450-2236

**BUDGET/TIME IMPLICATIONS:** The combined total of \$48,834.42 is budgeted in the Information Technology 2023 General Fund budget.

**ATTACHMENTS:**

| Description                 | Type              |
|-----------------------------|-------------------|
| Resolution                  | Resolution Letter |
| Tyler Incode System Invoice | Backup Material   |

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

**RESOLUTION AUTHORIZING RENEWAL OF  
TYLER TECHNOLOGIES, INC. MAINTENANCE AND SUPPORT  
FOR INCODE COURT CASE MANAGEMENT SUITE**

---

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

**Section 1.** That the invoice presented to the Council herewith from Tyler Technologies, Inc. for maintenance support for the Incode Court Case Management Suite and Incode Content/Document Management Suite, be, and the same is hereby, received, placed on file and approved.

**Section 2.** That the City Manager or his designee be, and he is hereby, authorized and directed to make payment to Tyler Technologies in an amount not to exceed \$48,834.42 on behalf of the City of Decatur for maintenance support for the Incode Court Case Management and Incode Content/Document Management Suites.

PRESENTED AND ADOPTED this 7<sup>th</sup> day of August 2023.

\_\_\_\_\_  
LISA GREGORY, MAYOR PRO TEM

ATTEST:

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



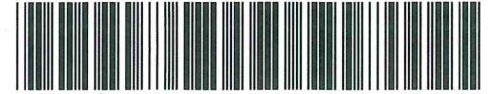
**Remittance:**  
Tyler Technologies, Inc  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# Invoice

| Invoice No | Date       | Page   |
|------------|------------|--------|
| 025-431378 | 08/01/2023 | 1 of 1 |

**Questions:**

Tyler Technologies- Local Government  
Phone: 1-800-772-2260 Press 2, then 2  
Email: ar@tylertech.com



Bill To CITY OF DECATUR  
#1 GARY K. ANDERSON PLAZA  
DECATUR, IL 62523

Ship To CITY OF DECATUR  
#1 GARY K. ANDERSON PLAZA  
DECATUR, IL 62523

| Cust No.-BillTo-ShipTo | Ord No | PO Number | Currency | Terms | Due Date   |
|------------------------|--------|-----------|----------|-------|------------|
| 41741 - MAIN - MAIN    | 183782 |           | USD      | NET30 | 08/31/2023 |

| Date                      | Description                                            | Units | Rate     | Extended Price |
|---------------------------|--------------------------------------------------------|-------|----------|----------------|
| Contract No.: Decatur, IL |                                                        |       |          |                |
|                           | Court Online Component - Annual Fee                    | 1     | 1,800.00 | 1,800.00       |
|                           | Maintenance Start: 01/Sep/2023, End: 31/Aug/2024       |       |          |                |
|                           | Content Manager Annual Fees                            | 1     |          | \$2,540.39     |
|                           | Incode Content/Document Management Suite - Maintenance |       |          |                |
|                           | ERP Pro Document Management Annual Fees                | 1     |          | \$0.00         |
|                           | Laserfiche Interface - Court - Maintenance             |       |          |                |
|                           | Output Director - Existing Customers -Maintenance      |       |          |                |
|                           | ERP Pro Financials Annual Fees                         | 1     |          | \$0.00         |
|                           | Secure Signatures - Maintenance                        |       |          |                |
|                           | ERP Pro Utilities Annual Fees                          | 1     |          | \$0.00         |
|                           | Central Cash Collections - Maintenance                 |       |          |                |
|                           | Municipal Justice Annual Fees                          | 1     |          | \$43,081.58    |
|                           | Incode Court Case Management Suite                     |       |          |                |
|                           | Each Signature (scan & Prepare for use) - Maintenance  |       |          |                |
|                           | Criminal Court Case Management - Maintenance           |       |          |                |
|                           | Laserfiche Output Channel - Maintenance                |       |          |                |
|                           | Code Enforcement - Maintenance                         |       |          |                |
|                           | Third Party System Software                            | 1     |          | \$1,412.45     |
|                           | System Software - Maintenance                          |       |          |                |

**\*\*ATTENTION\*\***

Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
tylerbusinessforms.com to guarantee  
100% compliance with your software.



Subtotal 48,834.42

Sales Tax \$0.00

Invoice Total 48,834.42

Page 1 of 1

## Public Works

**DATE:** 7/19/2023

**MEMO:** 2023-68

**TO:** Honorable Mayor Pro Tem Lisa Gregory and City Council Members

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

**SUBJECT: Ordinance Annexing Territory – 4117 Dean Drive**

**SUMMARY RECOMMENDATION:**

Staff recommends that the following Ordinance annexing territory at 4117 Dean Drive be approved.

**BACKGROUND:**

The subject property is being annexed for connection to city water.

**POTENTIAL OBJECTIONS:** None

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

**ATTACHMENTS:**

| Description                                  | Type      |
|----------------------------------------------|-----------|
| Ordinance Annexing Territory 4117 Dean Drive | Ordinance |

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

**ORDINANCE ANNEXING TERRITORY  
4117 DEAN DRIVE**

---

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

LOT TWENTY-TWO (22) OF COOPER'S SECOND SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1405, PAGE 16 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 07-07-28-301-008

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 7<sup>th</sup> day of August 2023.

---

LISA GREGORY, MAYOR PRO TEM

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.)

SHELLY CAMPBELL

Toby M Campbell

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4117 Dean Drive, and legally described as follows:

LOT TWENTY-TWO (22) OF COOPER'S SECOND SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1405, PAGE 16 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 07-07-28-301-008

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

SHELLY CAMPBELL  
Toby Campbell

SHELLY CAMPBELL

Toby Campbell

4117 DEAN DR DECATUR, IL

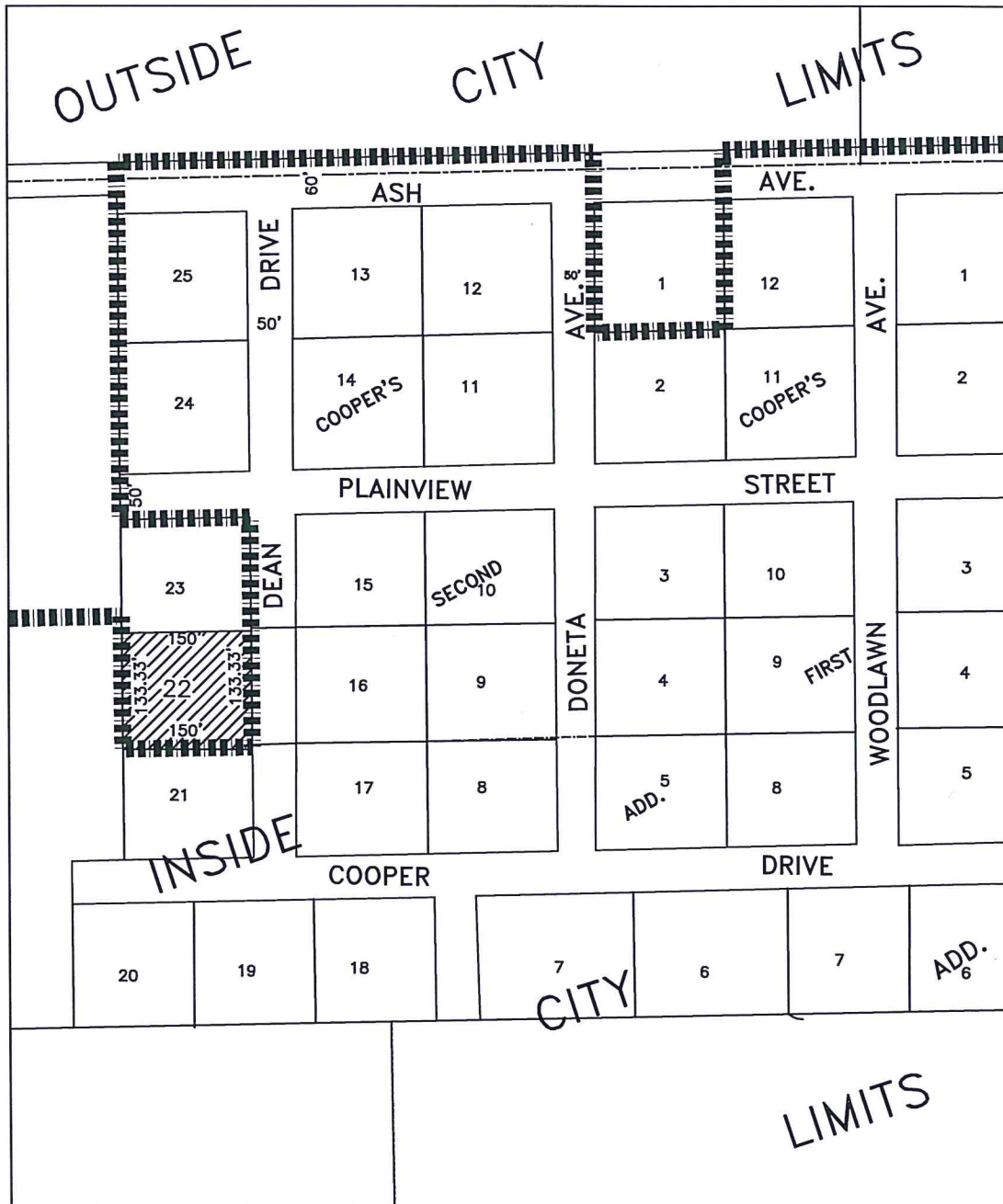
Signed and sworn to before me this 12<sup>th</sup> day of July, 2023

Tara R. Bachstein

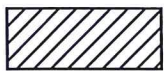
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS  
4117 DEAN DRIVE



indicates territory annexed



indicates existing corporate limits

0.459± acres

AREA 0.0007± sq. miles

0 lin. ft. of public road

HICKORY POINT township



N.T.S.



7-21-23

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.

CITY ENGINEER - DECATUR, ILLINOIS  
ILLINOIS PROFESSIONAL ENGINEER # 062-048941  
LICENSE EXPIRES NOV. 30, 2023

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

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

Exhibit B

DATE: \_\_\_\_\_ Page 173 of 198

Public Works

**DATE:** 7/19/2023

**MEMO:** 2023-69

**TO:** Honorable Mayor Pro Tem Lisa Gregory and City Council Members

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

**SUBJECT:**  
**Ordinance Annexing Territory – 3080 East Mound Road**

**SUMMARY RECOMMENDATION:**

Staff recommends that the following Ordinance annexing territory at 3080 East Mound Road be approved.

**BACKGROUND:** The subject property is being annexed for connection to city water.

**POTENTIAL OBJECTIONS:** None

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

**ATTACHMENTS:**

| Description                                       | Type      |
|---------------------------------------------------|-----------|
| Ordinance Annexing Territory 3080 East Mound Road | Ordinance |

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

**ORDINANCE ANNEXING TERRITORY  
3080 EAST MOUND ROAD**

---

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Timothy M. Dowd, Managing Member of Leaping Lizards Land Company, LLC, requesting that there be annexed to the City territory described as:

LOT TWO (2) OF NORD SUBDIVISION AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 43 OF THE RECORDS OF THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 18-08-30-400-012

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 7<sup>th</sup> day of August 2023.

---

LISA GREGORY, MAYOR PRO TEM

ATTEST:

---

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3080 East Mound Road, and legally described as follows:

LOT TWO (2) OF NORD SUBDIVISION AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 43 OF THE RECORDS OF THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 18-08-30-400-012

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

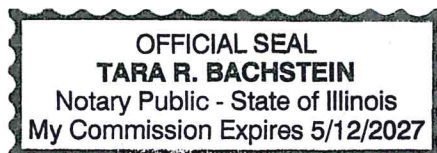
Timothy M. David Timothy M. David 6247 Kingbird Manor, Lithia, FL  
Managing member of Leaping Lizards Land Co LLC 33547

Signed and sworn to before me 13<sup>th</sup> day of July, 20 23

Tara R. Bachstein

Notary Public

(Rev. 12/2014)





## Public Works

**DATE:** 7/19/2023

**MEMO:** 2023-70

**TO:** Honorable Mayor Pro Tem Lisa Gregory and City Council Members

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

**SUBJECT:**  
**Ordinance Annexing Territory – 2705 Southland Road**

**SUMMARY RECOMMENDATION:**

Staff recommends that the following Ordinance annexing territory at 2705 Southland Road be approved.

**BACKGROUND:**

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

**POTENTIAL OBJECTIONS:** None

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

**ATTACHMENTS:**

| Description                                      | Type      |
|--------------------------------------------------|-----------|
| Ordinance Annexing Territory 2705 Southland Road | Ordinance |

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

**ORDINANCE ANNEXING TERRITORY  
2705 SOUTHLAND ROAD**

---

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

LOT 2 OF FREY'S SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN AS RECORDED IN BOOK 1832 AT PAGE 520 OF THE RECORDS OF THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-25-351-022

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 7<sup>th</sup> day of August 2023.

---

LISA GREGORY, MAYOR PRO TEM

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.) \_\_\_\_\_

Raymond G. Frey

Patricia D. Frey

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2705 Southland Drive, and legally described as follows:

LOT 2 OF FREY'S SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN AS RECORDED IN BOOK 1832 AT PAGE 520 OF THE RECORDS OF THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-25-351-022

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

|                         |                         |                          |
|-------------------------|-------------------------|--------------------------|
| <u>Raymond G. Frey</u>  | <u>Raymond G. Frey</u>  | <u>2705 Southland Rd</u> |
| <u>Patricia D. Frey</u> | <u>Patricia D. Frey</u> | <u>Decatur, IL</u>       |

Signed and sworn to before me this 1<sup>st</sup> day of July, 20 23



Chelsie Finch  
Notary Public

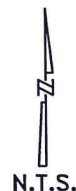
(Rev. 12/2014)

Exhibit A



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS  
2705 SOUTHLAND ROAD

-  indicates territory annexed
-  indicates existing corporate limits
- 0.7522 acres
- AREA 0.0012± sq. miles
- 134± lin. ft. of public road
- SOUTH WHEATLAND township



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.

Exhibit B

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

Director of Public Works - DECATUR, ILLINOIS  
ILLINOIS PROFESSIONAL ENGINEER #062-048941  
LICENSE EXPIRES NOV. 30, 2023

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

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

City Clerk

**DATE:** 8/3/2023

**MEMO:**

**TO:** Lisa Gregory, Mayor Pro Tem  
City Council Members

**FROM:** Jon Kindseth, Deputy City Manager

**SUBJECT:** Resolution Authorizing the Purchase of Property Located at 1570 W. Forest Avenue,  
in Decatur, Illinois

**ATTACHMENTS:**

Description

Memo

Resolution

Agreement

Type

Cover Memo

Resolution Letter

Backup Material

**DATE:** August 7, 2023

**TO:** Mayor Julie Moore Wolfe,  
Mayor Pro Tem, Lisa Gregory  
Decatur City Council

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

**RE:** Resolution Authorizing The Purchase Of Property Located At 1570 W.  
Forest Avenue, In Decatur, Illinois

---

This item advances neighborhood revitalization through additional building rehabilitation. The City has accepted other properties like this one through its partnership with Land of Lincoln Credit Union in the recent past.

The City uses this strategy when it acquires vacant derelict houses that can be rehabbed in urban core neighborhoods in Decatur. This will be the first such acquisition in the West End neighborhood, but the City will continue to provide a pipeline of houses to the landbank to rehab, and more partnerships are being cultivated to scale up this work. (e.g., with Habitat for Humanity, the Land Bank, and others). Beyond minimal acquisition costs, the City will also provide ARP funds to purchase materials and cover expenses related to the rehabilitation of houses.

This particular house is intended to serve as a classroom for the Richland Community College construction and trades program. The local Trades & Labor Council will act as project manager and will bring in local licensed contractors to provide training and support to student programs and pre-apprenticeship programs.

Besides rehabbing old homes, this strategy provides hands-on training and develops marketable skills for the local labor force. Upon successful completion of the rehab, the City, CICD and LLCU will seek out new first-time home buyers for these houses. This program will provide new opportunities for our severely rent burdened residents to have a chance at home ownership and wealth generation. It also allows us to rehab structures and thereby keep them off our demo list. This program will run in parallel with, and be complimentary to, all of the other residential rehab programs utilizing ARP funds allocated for housing rehabs.

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

**RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT  
1570 W. FOREST AVENUE, IN DECATUR, ILLINOIS**

---

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

**WHEREAS:** the City of Decatur, IL has been acquiring both improved and vacant properties to enhance neighborhood revitalization goals; and,

**WHEREAS:** the City of Decatur, IL has been rehabbing homes along with our community partners and we have negotiated a purchase agreement to purchase the single-family home located at 1570 W. Forest Avenue (04-12-16-333-021), located in the West End neighborhood; and,

**WHEREAS:** the City desires to purchase this vacant house through a Real Estate Purchase Agreement from Land of Lincoln Credit Union.

**NOW THEREFORE, BE IT RESOLVED:**

Section 1. That the City Manager, or designee, is authorized to purchase 1570 W. Forest Avenue (04-12-16-333-021) located in Decatur, IL through a Real Estate Purchase Agreement, as generally attached here as Exhibit A.

Section 2. That the City Manager, or designee, is authorized to purchase 1570 W. Forest Avenue (04-12-16-333-021) for an amount not to exceed Thirty-Five Thousand Dollars (\$35,000).

PRESENTED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
LISA GREGORY, MAYOR PRO TEM

Attest:

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

## **REAL ESTATE PURCHASE AGREEMENT**

THIS AGREEMENT (“Agreement”) is entered into by and between Land of Lincoln Credit Union (“Seller”) and the City of Decatur, Illinois, an Illinois municipal corporation (“City”).

### **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. Chapter 33 of the City Code of the City of Decatur provides that the City may acquire property as the Council authorizes or approves.

D. Seller owns property located at 1570 W. Forest Avenue, Decatur, Illinois that it desires to sell.

E. The City desires to purchase the property as 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, Seller shall transfer the premises located at 1570 W. Forest, Decatur, Illinois and more particularly described in Exhibit A attached hereto and incorporated by reference (“Property”) together with all improvements thereon and the appurtenances and fixtures thereto belonging to the City under the terms set forth in this Agreement.

3. City shall pay to the Buyer the sum of Thirty-Five Thousand Dollars (\$35,000.00) for purchase of the above described property, together with all improvements thereon and the

appurtenances and fixtures thereto, said monies to be paid to Seller at time of settlement. City and Buyer agree that settlement shall occur no later than thirty (30) days from the date of Seller obtaining clear and merchantable title to Property or at such other time and place as the parties hereto mutually agree, at which time City shall be entitled to possession of Property cleaned and free of all personal items.

4. Seller shall furnish to City a Commitment for an Owner's Title Insurance Policy insuring against defects in the merchantability of title up to the value of the purchase price set forth above for the Property. The City shall provide to Seller in writing within a reasonable time after receipt of the Policy and prior to settlement, any objection it may have thereto. Seller shall have a reasonable time to cure any objection interfering with or impairing the merchantability of the title to said real estate. If Seller is unable to cure any such objection and the Seller, at its sole expense, is unable to procure a title policy insuring over the same, then the City shall have the option of terminating this Agreement. This Agreement is expressly contingent upon Seller providing good and merchantable title to the Property.

5. At settlement, Seller shall deliver to City a warranty deed to the Property in such form and together with such documentation as shall be required for recording said deed concurrently with the closing of this transaction. Seller and City agree to each pay one-half of the costs 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.

6. Seller shall be responsible for all Real Estate Taxes due and owing and/or accruing prior to Settlement Date.

7. 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:

SELLER:

Land of Lincoln Credit Union  
Attn: \_\_\_\_\_  
3130 E. Mound Rd.  
Decatur, IL 62524

CITY:

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

8. Seller warrants that to the best of its knowledge, information and belief, there are no underground storage tanks of any kind located upon the real estate.

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

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. Seller and City acknowledge and agree that this purchase is for a governmental purpose and that this Agreement is expressly contingent upon its approval by the Decatur City Council.

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. 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.

15. The warranties and agreements contained herein shall extend to and be obligated upon the parties respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto.

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

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

CITY OF DECATUR, ILLINOIS

LAND OF LINCOLN CREDIT

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

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

Date:\_\_\_\_\_

Date:\_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

Lot 19 in Block 5 of Highlawns Addition to Decatur, Illinois, as per Plat  
Recorded in Book 300, Page 48 of the Records in the Recorder's Office of  
Macon County, Illinois. Situated in Macon County, Illinois.

Commonly known as 1570 W. Forest Ave., Decatur, IL 62522

Police Department

**DATE:** 7/24/2023

**MEMO:** 23-37

**TO:** Lisa Gregory, Mayor Pro Tem  
City Council Members

**FROM:** Scot Wrighton, City Manager  
Shane Brandel, Chief of Police

**SUBJECT:** Resolution Authorizing Contribution to Decatur-Macon County Area Crimestoppers

**SUMMARY RECOMMENDATION:** It is the recommendation of the staff that the resolution be approved.

**BACKGROUND:**

As part of the DCEO/City of Decatur Community Development & Violence Prevention Grant, the City indicated it's intent to contribute \$25,000 to Decatur-Macon County Crimestoppers to help pay for tips that lead to arrests in felony crimes. Crimestoppers is a nationally recognized program and has been in Macon County since 1984. The Decatur-Macon County Crimestoppers has helped solve over 2000 cases and has paid out close to \$400,000 in reward money.

Currently, Crimestoppers will pay up to \$2500 for a tip that leads to a felony arrest. The funding for Crimestoppers is critical to helping police solve crimes and reduce violence in the city.

**PRIOR COUNCIL ACTION:** The City Council has already approved the City-State agreement for the grant, and this expenditure is already a part of the approved grant budget. However, this expenditure is not included in the city's adopted budget and it is over the city manager's expenditure authority, so council approve of this specific grant component is required.

**STAFF REFERENCE:** Scot Wrighton, City Manager, [wrighton@decaturil.gov](mailto:wrighton@decaturil.gov); Shane Brandel, Chief of Police, [sbrandel@decaturil.gov](mailto:sbrandel@decaturil.gov)

**BUDGET/TIME IMPLICATIONS:** This expenditure is part of the DCEO/City of Decatur Community Development Violence Prevention Grant. The general fund will provide the initial funding, and the City will then be reimbursed through the grant.

**ATTACHMENTS:**

| Description       | Type              |
|-------------------|-------------------|
| Resolution Letter | Resolution Letter |

**RESOLUTION NO. R2023-\_\_\_\_\_**

**RESOLUTION AUTHORIZING CONTRIBUTION TO DECATUR-MACON COUNTY  
AREA CRIMESTOPPERS**

---

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

Section 1. That a contribution be directed to the Decatur-Macon County Area Crimestoppers through the DCEO/City of Decatur Community Development Violence Prevention Grant.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to provide a funding contribution on behalf of the City of Decatur to Decatur-Macon County Area Crimestoppers in an amount not to exceed \$25,000.

PRESENTED, PASSED, APPROVED, AND RECORDED this 7th day of August, 2023.

\_\_\_\_\_  
LISA GREGORY, MAYOR PRO TEM

ATTEST:

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

**SUBJECT:** Resolution Authorizing City of Decatur to Enter into Purchase Agreement for Purchase of Three (3) Fire Apparatus from MacQueen Emergency, St. Paul, Minnesota and Agreement for Debt Financing of Apparatus

**ATTACHMENTS:**

| Description                                                                                                                                                                                                  | Type              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Memo 2023-11 Corrected Resolution for the Purchase of Three (3) Pierce Saber Fire Apparatus                                                                                                                  | Cover Memo        |
| Resolution Authorizing City of Decatur to Enter into Purchase Agreement for Purchase of Three (3) Fire Apparatus from MacQueen Emergency, St. Paul, Minnesota, and Agreement for Debt Financing of Apparatus | Resolution Letter |



**DECATUR FIRE DEPARTMENT**  
**MEMORANDUM**  
2023-11

Date: August 7, 2023

To: Honorable Mayor Pro Tem Lisa Gregory

From: Scot Wrighton, City Manager  
Jeff Abbott, Fire Chief

RE: Acquisition of (3) Pierce Fire Apparatus

**SUMMARY RECOMMENDATION:**

City Administration recommend City Council approval of the attached resolution granting consent to correct the previous resolution for the acquisition of (3) Pierce Saber Pumpers replacing (2) 2007 fire apparatus and (1) 2009 fire apparatus at an acquisition cost not to exceed \$2,325,000.00.

**BACKGROUND:**

The City Council approved the purchase of three (3) Pierce Sabre Pumpers at the July 17, 2023, council meeting. The resolution indicated Pierce was the vendor for the three (3) apparatus. The correct vendor is MacQueen Emergency, St. Paul, Minnesota. The manufacturer of the apparatus is Pierce, but Pierce now requires all Purchase Orders for apparatus to be issued to their authorized vendors. MacQueen Emergency is the authorized vendor for the fire department. There are no other changes except the name on the resolution.

**POTENTIAL OBJECTION:** None

**STAFF REFERENCE:** Jeff Abbott, Fire Chief, 424-2811, Jim Ohl, Deputy Fire Chief, 424-2811. Chief Abbott will be at the council meeting to answer any questions the Council may have about this purchase.

**BUDGET/TIME IMPLICATIONS:** The Apparatus will be delivered and operational in the third or fourth quarter of 2025 or early 2026.

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

**RESOLUTION AUTHORIZING CITY OF DECATUR TO ENTER INTO PURCHASE  
AGREEMENT FOR PURCHASE OF THREE (3) FIRE APPARATUS FROM  
MACQUEEN EMERGENCY, AND  
AGREEMENT FOR DEBT FINANCING OF APPARATUS**

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

Section 1. That the City of Decatur, through the Houston/Galveston Area Council (H-GAC) is authorized to acquire three (3) Pierce Fire Apparatus from MacQueen Emergency, St. Paul, Minnesota at a net acquisition price not to exceed \$2,325,000.00 and a purchase order is authorized to be awarded accordingly.

Section 2. That the City of Decatur is authorized to enter into a debt financing arrangement for the acquisition of the new apparatus with a not to exceed principal amount of \$2,325,000.00, at a not to exceed interest rate of 6.50%, for a financing term not to exceed seven (7) years.

Section 3. That the City Council hereby authorizes the City Manager the authority to enter into the contract to acquire the fire apparatus from MacQueen Emergency, St. Paul, Minnesota and to enter into the debt financing arrangement at the not to exceed levels as defined in Section 2.

PRESENTED and ADOPTED this 7th day of August 2023.

\_\_\_\_\_  
LISA GREGORY, MAYOR PRO TEM

ATTEST:

\_\_\_\_\_  
CITY CLERK

City Clerk

**DATE:** 7/31/2023

**MEMO:**

**TO:** Lisa Gregory, Mayor Pro Tem  
City Council Members

**FROM:** Scot Wrighton, City Manager  
Kim Althoff, City Clerk

**SUBJECT:** Resolution Approving Appointments - Zoning Board of Appeals

**SUMMARY RECOMMENDATION:** Council is asked to pass the proposed Resolution approving the appointments of Joel Fletcher and Ryan Bolerjack to the Zoning Board of Appeals.

**ATTACHMENTS:**

| Description                                    | Type              |
|------------------------------------------------|-------------------|
| Resolution Approving Appointments-Zoning Board | Resolution Letter |

TO THE COUNCIL OF THE CITY  
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

|                |                         |          |
|----------------|-------------------------|----------|
| Joel Fletcher  | Zoning Board of Appeals | 9/1/2025 |
| Ryan Bolerjack | Zoning Board of Appeals | 9/1/2025 |

DATED this 7<sup>th</sup> August of 2023.

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Lisa Gregory, Mayor Pro Tem

**RESOLUTION NO. R2023-\_\_\_\_\_**  
**RESOLUTION APPROVING APPOINTMENTS**

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

Section 1. That consent of the Council be, and it is hereby, given to the appointments by the Mayor of the persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 7<sup>th</sup> day of August 2023.

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Lisa Gregory, Mayor Pro Tem

ATTEST:

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City Clerk

TO THE COUNCIL OF THE CITY  
OF DECATUR, ILLINOIS:

Having received your consent, I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 7<sup>th</sup> day of August 2023.

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Lisa Gregory, Mayor Pro Tem