



**Monday, July 15, 2024
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

IV. Approval of Minutes

Approval of Minutes of July 1, 2024 City Council Meeting

V. Unfinished Business

VI. New Business

1. Treasurer's Financial Report
2. Resolution Authorizing the Purchase of Cellebrite Premium for the Decatur Police Department
3. City Manager Update
4. 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 2943 Lakeland Road

- B. Ordinance Annexing Territory 3040 Turpin Road
- C. Resolution Authorizing a Consolidated Rail Infrastructure and Safety Improvement Grant Agreement for Construction Engineering Services for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks
- D. Resolution Authorizing a Grant Agreement with the Federal Railroad Administration for a \$16 Million Railroad Crossing Elimination (RCE) Grant for the Construction of the Brush College/Faries Parkway Grade Separation Project
- E. Resolution Authorizing the City Manager to Sign Loan Documents for the Public Water Supply Loan Program for the South Water Treatment Plant Electrical Improvements, Project Number 2022-18
- F. Resolution Regarding Action Regarding Unsafe Structures

VII. Other Business

VIII. Adjournment

Monthly Reports, June, 2024

SUBJECT: Approval of Minutes of July 1, 2024 City Council Meeting

ATTACHMENTS:

Description

Type

Minutes of July 1, 2024 City Council Meeting

Backup Material

CITY COUNCIL MINUTES

Monday, July 1, 2024

On Monday, July 1, 2024, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mr. Ron Wilson read a proclamation announcing the 150th anniversary of the John C. Ellis Lodge #17.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Eric Shangraw, Shemuel Sanders, Tisha Cooper-Smith, James McFarland, Natalie Beck, Rocki Wilkerson, Tamika Thomas, Blaine Smith, Matthew Holt, Jeanelle Keck, Angel Lawrence, Shekila Smith, Heather Seitz, Darsonya Switzer, Shamia McClennon, Cherri Johnson, Ayn Owens and Lawren Weatherford.

Council members responded to citizens' comments.

The minutes of the June 17, 2024, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2024-256 Resolution Approving Bid with Henson Robinson for HVAC at 1170 Orchard Street, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Gleason provided an overview of the following five Resolutions as they all related to the same project.

Council members held a discussion regarding renovations to the former Wee Folks facility for the proposed 24-hour day-care center and thanked community members for attending the Council meeting to voice their support for the facility.

Ms. Cherri Johnson, owner of Love Learning and Laughter Daycare, thanked community members for their support.

Ms. Snyiah Clark spoke in support of her former daycare teacher, Cherri Johnson.

Council members continued their discussion on the proposed day care facility.

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

R2024-257 Resolution Approving Bid with Superior Fire Protection Systems for Sprinkler Installation at 1170 Orchard Street, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2024-258 Resolution Approving Bid with Carpet Weaver's for Flooring Removed with Asbestos at 1170 Orchard Street, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2024-259 Resolution Approving Bid with Parkland Environmental for Asbestos Removal at 1170 Orchard Street, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2024-260 Resolution Approving Bid with Jones and Sullivan Enterprises, Inc. for Painting Tile, Handrails, Doors and Window Frames for Asbestos Abatement at 1170 Orchard Street, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

City Manager Gleason announced that he will provide updates to the City Council at the first Council meeting of each month. Daniel Conner is a new Service Worker in Public Works, Avery Delosh is a lateral transfer at the Decatur Police Department and Robert Weil was promoted to Water Production Manager in Public Works. There will be a public conversation on video gaming in the next couple of months, and there are four fewer establishments in Decatur that have video gaming.

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

Item A. R2024-261 Resolution Regarding Temporary Closing of State Rights-of-Way Community Events - Shoreline Classic

Item B. 2024-96 Ordinance Annexing Territory 2316 Highland Road

Item C. 2024-97 Ordinance Annexing Territory 2330 Highland Road

Item D. 2024-98 Ordinance Annexing Territory 2970 Lakeland Road

Item E. 2024-99 Ordinance Annexing Territory 3020 Lakeland Road

Item F. 2024-100 Ordinance Annexing Territory 2951 Turpin Road

Item G. R2024-262 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Insituform Technologies USA, LLC for 2024 Trenchless Long Lining Repairs Project, City Project 2024-28

Item H. R2024-263 Resolution Authorizing Change Order No.1 with C-Hill Civil Contractors, Inc. and Approving Motor Fuel Tax Rebuild Illinois (RBI) Funds for the Grove Road Bridge over Sand Creek Arm of Lake Decatur, Section Number 19-00934-00-BR, City Project 2019-34

Item I. R2024-264 Resolution Authorizing Lake Decatur Watershed Farmland Conservation Program Agreement for Pond Improvements with Michael D. Switzer

Item J. 2024-101 Ordinance Rezoning Property from R-3 Single Family Residence District and B-2 Commercial District to M-1 Intense Commercial/Light Industrial District - 2225 to 2389 East Locust Street

Item K. 2024-102 Ordinance Vacating Public Right-of-Way - 800 Block of East Sangamon Street

Item L. 2024-103 Ordinance Vacating Public Right-of-Way - 600 and 700 Blocks of East Sangamon Street and a Portion of the 700 and 800 Blocks of North Morgan Street

Item M. R2024-265 Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 905 E. Wood St.

Item N. R2024-266 Resolution Authorizing Execution and Agreement of FY2023 Safe Streets and Roads for a Grant Agreement with the Federal Highway Administration

Item O. R2024-267 Resolution Authorizing Execution and Agreement of FY2025 Downstate Operating Assistance Program Grant with Illinois Department of Transportation

Councilwoman Gregory moved Items A. through O. be approved by Omnibus Vote; seconded by Councilman Kuhle, and on call of the roll, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel 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.

Councilman McDaniel thanked the Decatur Police Department for traffic enforcement efforts. Councilman Horn reminded the public that it is illegal in Decatur to set off fireworks without a permit and provided the non-emergency number to the Decatur Police Department. Mayor Moore Wolfe reminded the public that a permit is required for fireworks.

There being no further business, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the Regular Council meeting be adjourned, seconded by Councilman Kuhle and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:47 p.m.

Approved _____
Kim Althoff
City Clerk

ATTACHMENTS:

Description	Type
Cover Memo	Cover Memo
Backup Data	Backup Material



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report June 2024

The Year in Play

The total revised budget for fiscal year 2024 authorizes \$306.7 million in expenditures, against \$280.3 million in authorized revenues.

The General Fund, as a part of the revised City budget, includes General Fund revenues of \$90.6 million and expenses of \$90.6 million.

City Financial Position

The City of Decatur ended the month with a total cash position of \$115.5 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$114.8 million at the end of last month.

The City General Fund ended the month with a cash position of \$26.0 million versus last month's cash position of \$24.7 million. The General Fund is the primary operating fund of the City which provides the cash to pay for the basic services to citizens and stakeholders, including public safety protection, public works services, code enforcement, economic and community development services as well as general government service.

The General Fund cash reserve position is 109 days. The council approved cash reserve policy is a 90-day cash reserve, which is calculated for the FY2024 budget at \$21.5 million. In July after the City begins receiving tax levy funds, additional capital and debt transfers will be made, totaling approximately \$4.7 million, which would reduce the cash reserve to approximately 90 days. Additionally, there are \$6 million in pension payments for police and fire scheduled in July, taking up the entire initial allocation of property tax revenue.

City cash reserves are contained in Special Revenue funds (\$13.2 million), TIF Redevelopment funds (\$2.4 million), Capital funds (\$5.7 million), Debt Service fund (\$.03 million), Internal Service funds (\$7.2 million) and Enterprise funds (\$60.7 million), which are earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

City cash position reported in \$ millions, numbers may not add due to rounding

Fund Type	Apr-24	May-24	Jun-24	Comment
Special Revenue	16.8	14.8	13.2	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	2.3	2.3	2.4	Debt service and redevelopment agreement obligations
Capital	6.4	5.8	5.7	Capital funding available
Debt	0.07	0.08	0.03	Debt service obligations
Internal Service	6.6	6.9	7.2	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	59.5	60	60.7	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	91.7	89.9	89.2	
General Fund	22.3	24.7	26	Basic services to citizens and stakeholders
Total City Cash	114.3	114.8	115.5	

The periodic changes in fund balance are explained by the capital project transfers and debt-related transfers. The capital expenses come up front at the beginning of the year, or episodically in large chunks as projects, debt payments, or purchases such as vehicles come due. Revenue comes in monthly, so even though there is a balanced budget, fund balance will fluctuate periodically.

General Fund Position

Cash

The City General Fund ended the month with a cash position of \$26 million. The general fund 90 day reserve was calculated to be \$21.5 million for the FY2024 budget based on the policy of excluding capital expenses. About a quarter million dollars represents one day of reserve.

General Fund Result

City General Fund position of revenue received versus expense incurred to date is as follows for the period.

Chart notes

1 – actual year-to-date general fund revenue and expense

2 – budget year-to-date general fund revenue and expense

3 – year-to-date percentage comparison of actual to budget

\$(000)	Year to Date(1)	Budget Target(2)	% vs Target(3)
Revenue	38,067	39,417	-4%
Expense	36,212	36,495	-1%
Surplus	1,855	2,922	

Revenue Comments

- The revenue estimates are based upon the FY2023 actual collections. For example, if 10% of a revenue was received in FY2023 in a given month, the FY2024 budgeted amounts, with certain exceptions, are budgeted to come at 10% in that same month in FY2023.
- Local and state economic indicator taxes, distributed with a 1-3 month lag between merchant collection and distribution to the city, are generally slightly positive compared to last year.
- The trend in FY2024 revenue towards a flat or very low increase in tax revenue continued, but still improved slightly from April; we are only 4% under the revenue budget.
 - This improvement is coming primarily from revenue sharing from the State Sales Tax and the State Income Tax coming in at or above budget, while other local taxes are below budget.

General Fund Revenue

Year-to-date position of revenue vs. budget - Revenue numbers may not add due to rounding

GENERAL GOV TAXES	Actual YTD	Revised Budget YTD	vs Adopted Budget	% vs Budget
PROPERTY TAX	-	-		
MOBILE HOME PRIVELEGE TAX	-	-		
STATE SALES TAX	7,106,082	7,055,860	50,222	1%
TELEPHONE UTILITY TAX	561,377	625,313	(63,936)	-11%
FOOD & BEVERAGE TAX	2,100,840	2,244,061	(143,221)	-7%
HOTEL AND MOTEL TAX	564,423	550,996	13,427	2%
LOCAL SALES TAX	6,689,970	6,663,191	26,779	0%
AVIATION FUEL TAX	15,951	4,000	11,951	75%
LOCAL USE TAX	1,396,188	1,650,260	(254,072)	-18%
AUTO RENTAL TAX	26,652	33,500	(6,848)	-26%
UTILITY TAX - ELECTRIC & GAS	2,447,495	2,921,191	(473,696)	-19%
VIDEO GAMING TAX	1,189,216	1,290,961	(101,745)	-9%
STREAMING TAX	-	-		
CABLE TV TAX	434,443	526,573	(92,130)	-21%
Sub Total	22,532,637	23,565,905	(1,033,269)	-5%

GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	26,937	47,131	(20,194)	-75%
STATE REPLACEMENT TAX	1,070,164	1,528,025	(457,861)	-43%
STATE INCOME TAX	6,669,079	6,408,891	260,188	4%
FEDERAL GRANTS	370,969	550,000	(179,031)	-48%
STATE GRANTS OR OTHER	18,393	84,500	(66,107)	
POLICE OT REIMBURSEMENTS	26,971	43,500	(16,529)	-61%
CANNABIS TAX	58,668	51,000	7,668	13%
OPIOID TREATMENT FUNDING		-		
Sub Total	8,241,181	8,713,047	(471,866)	-6%
GENERAL GOVERNMENT (SERVICE)				
Sub Total	4,007,771	4,425,703	(417,932)	-10%
GENERAL GOV LICENSES/PERMITS				
Sub Total	1,259,455	756,898	502,557	40%
GENERAL GOV OTHER				
Sub Total	2,026,947	1,955,568	71,380	4%
General Fund Total (year-to-date)	38,067,991	39,417,121	(1,349,130)	-4%

Key Economic Driven General Fund Revenues vs. the Full Year Target

Key General Fund revenues supporting General Fund expenses are presented in the chart below depicting the full year budget, year-to-date revenue received, with comparison to the full year budget and prior year revenue receipt.

	2024 Budget	2024 YTD	YTD % of budget	2023 YTD	% Change year vs year
State Sales Tax (Gen Fund)	14,498,000	7,106,082	49.0%	6,688,947	6.2%
Local Sales Tax (Gen Fund)	13,772,000	6,689,970	48.6%	6,415,907	4.3%
State Income Tax	11,675,000	6,669,079	57.1%	6,183,128	7.9%
Utility Tax (Gas/Electric)	5,002,000	2,447,495	48.9%	2,542,901	-3.8%
Food & Beverage Tax (Gen Fund)	4,571,000	2,100,840	46.0%	2,022,806	3.9%
Local Use Tax	3,011,000	1,396,188	46.4%	1,536,530	-9.1%
Video Gaming Tax	2,536,000	1,189,216	46.9%	1,212,188	-1.9%
State/Local Replacement Tax (Gen Fund)	2,599,000	1,097,102	42.2%	1,965,492	-44.2%
Hotel & Motel Tax	1,324,000	564,423	42.6%	540,344	4.5%
Cable TV Tax	1,031,000	434,443	42.1%	481,723	-9.8%

General Fund Expense Comments

On a year-to-date basis, general fund spending is \$36.2 million of a \$90.6 million revised budget.

- The Police Department's first payment for the Emergency Communications Contract was over budget by about \$175,000; as a multi-jurisdictional, multi-agency, and multi-year acquisition process, it was very difficult to get an accurate cost estimate, and the final cost was more than anticipated.
- There was about \$1.6 million budgeted for transfers for capital and debt in the beginning of the year, and a total of \$2 million was actually transferred in February.
- Public Safety salary expenses are running under budget by \$1.3 million due to anticipated unfilled positions for the year.
- The Administration has developed General Fund what-if scenarios of a primary 5% non-salary expenditure reduction and an additional 5% reduction for backup if needed, and exploring potential revenue opportunities. Analyzing the impact of such reductions to services to the City will be taken into consideration before any reductions would be considered.
 - The Administration is holding off on mid-year reductions, due to the slight improvement in revenue. We will inform the City Council of any reductions to be implemented.

Year-to-date position of expense vs. budget

Expense numbers may not add due to rounding

	Actual	Yearly Revised Budget	% of Budget
General Government	7,145,114	16,945,863	42%
Developmental Services	2,004,536	4,509,978	44%
Public Safety	22,220,540	58,030,246	38%
Public Works	5,073,878	11,125,913	46%
General Fund Expense	36,212,217	90,612,000	40%

Cash balances in funds of note are as follows with comment:

The Trust & Agency Fund balance is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Fund	Balance	Comment
Federal HOME	\$208,621	Federally approved programs
Federal CDBG	\$5,016	Community Development Block Grant
State Drug Enforcement	\$458,724	Police programs
Federal Drug Enforcement	\$370,789	Police programs
Building Fund	\$611,346	R&M and capital of Library facility
Public Library	\$440,575	Operational fund of Library
Library Capital	\$757,079	Capital Expense requirements and cash reserves
Library Trust	\$62,454	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	\$2,436,018	Street repairs and maintenance
Motor Fuel Tax	\$6,317,041	Street repairs and maintenance

Community Revitalization	\$944,951	Revitalization initiatives
2018 Project	\$0	General Obligation bond proceeds for construction of new fire stations to be funded from ARP revenue replacement as per Council approval.
Capital Project	\$4,460,071	Special projects of \$2 million contained here
Equipment Replacement	\$1,245,229	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	\$34,767	Debt payments on current debt issues
Fleet Maintenance	\$1,314,998	Repair and maintenance of city vehicle fleet
Risk Management	\$5,569,755	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	\$388,049	Coverage for healthcare and other benefit expenses.
Public Transit	-\$170,833	Operational and capital funding of the transit system
Fiber Optics	\$824,679	City investment in the next phase of a fiber optic network
Storm Water	\$3,556,983	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	\$13,880,642	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects
Water Utility	\$6,221,985	Balance and ongoing cash flow is sufficient to fund currently defined water projects. The City will spread funding \$6 million of water capital projects over calendar year 2024.
Water Capital	\$5,609,584	Capital projects
2022 Bond Fund	\$18,179,847	Bond revenues in FY22
Grant	-\$296	Unbudgeted FY2022 grants
ARP	\$0	Federal ARP funds as per city budget, which will be adjusted as per audit review and final grant reporting.

Investments

City investments include about \$54.4 million in US Treasury Bonds and an additional \$20.4 million from the 2022 bond proceeds from this fiscal year. The investment schedule provides the details of the investments. The investments are comprised of fire station initiative bond proceeds, pooled cash, and the 2022 bond proceeds. The 2022 bond will be divested out of U.S. Treasury Bonds in 2024 as the water capital projects are being completed in 2024 and 2025 as intended with the bond proceeds.

The bond proceeds and pooled cash are invested in treasury bonds and are scheduled to mature over the next months to three years, the 2022 bond funds in short term investments through 2023.

Investment instruments are in accordance with the City Investment Policy with interest rates maximized given available current marketplace investment returns.

Debt

Total debt at the start of FY2024 consists of General Obligation (GO) bonds (\$118.7 million), promissory notes or bank loans (\$14.3 million), and Illinois Environmental Protection Agency (IEPA) construction loans (\$22.3 million). Portions of this debt outstanding at the start of FY2024 is obligated to the General Fund, Water Fund, Sewer Fund, and Stormwater Fund.

- Total General Fund debt is \$26.0 million of GO bonds and bank loans for vehicles.
- Total Water Fund debt is \$110.0 million for GO bonds, a promissory note, and an IEPA loan.
- Total Sewer Fund debt is \$16.6 million for IEPA loans.
- Total Stormwater debt is \$2.7 million for an IEPA loan.

All debt principal and interest payments are covered within the 2024 fiscal year operating plan and budget and are secured within the current cash flow operations of the city.

Revenue Tracking

City-wide Revenue received during the reporting period is \$20.5 million, with \$104.0 million year-to-date. The total is 37.1% of the revised revenue budget of \$281.3 million.

Of note, the property tax revenues received by the City according to the tax levy in effect will provide the cash resources to fund City contributions to the Police and Firemen's Pension Fund, fund City contributions to the operation of the Decatur Public Library, provide City funding for a portion of the General Obligation Bond debt payments, and provide funding for the City contribution to the Decatur Municipal Band.

The property tax revenues received in FY2024 provide for the pension funds, operation of the Library, debt payments and the Municipal Band. Only a portion of the city's operational costs are funded by property tax, which are more generally funded by a variety of other revenues such as state income and use taxes, or fees for service, as per the Water Fund.

Property Tax for FY2024

The levy is \$15,783,290 million, excluding TIF districts. The tax rate is at 1.50910% (which is a decrease from last year) of the EAV of \$1,045,874,256 with another \$18.1 million for the TIF districts. The City property tax levy is about 16% of the total property tax rate for City property owners.

The first installment of the tax levy arrives in July.

Expenditure Tracking

City-wide expenses during the reporting period were \$15.0 million and \$108.2 million year-to-date. The total is 35.3% of the annual revised expense budget of \$306.7 million.

Water Utility

The report entitled “Water Utility Metrics” is a schedule reporting on key metrics in comparison to the prior year.

Headcount Staffing Across all Funds

Full-time staffing level is 444 FTEs versus budget of 475 FTEs. There are 30 part-time and temp employees.



Fiscal Period Ending

Jun-24

City of Decatur

Treasurer's Financial Report

Report Distribution:

***Mayor
City Council Members
City Manager
City Clerk
City Department Heads
Public Copy in Office of the City Clerk***

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: Jun-24

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund GENERAL FUND	24,760,288.17	6,094,920.13	4,890,041.23	101,671.67		26,066,838.74		26,066,838.74	0.00
14	Special Revenue Funds PAYROLL FUND	61,443.00	0.00	0.00	4,428.22		65,871.22		65,871.22	
16	COMMUNITY GRANT FUND	(14,335.14)	8,108.00	0.00	0.00		(6,227.14)		(6,227.14)	
17	HOME FUND	207,830.52	795.28	4.75	0.00		208,621.05		208,621.05	
18	CDBG FUND	11,099.08	21,575.20	27,658.32	0.00		5,015.96		5,015.96	
22	DUATS FUND	57,652.96	149.75	24,907.25	0.00		32,895.46		32,895.46	
25	STATE DRUG ENFORCEMENT	398,321.23	35,085.84	0.00	25,316.73		458,723.80		458,723.80	
26	DUI FINES AND FEES FUND	160,657.02	4,939.46	5,306.04	0.00		160,290.44		160,290.44	
27	POLICE LAB & PROGRAMS	189,727.44	746.56	539.09	0.00		189,934.91		189,934.91	
30	FEDERAL DRUG ENFORCEMENT	381,839.78	201.63	11,252.00	0.00		370,789.41		370,789.41	
34	BUILDING FUND	635,187.39	51,872.91	75,714.07	0.00		611,346.23		611,346.23	
35	LIBRARY FUND	596,681.29	170,639.31	326,745.32	0.00		440,575.28		440,575.28	
36	MUNICIPAL BAND FUND	72,770.13	1,280.88	15,117.18	0.00		58,933.83		58,933.83	
37	FOREIGN FIRE INSURANCE FUND	214,193.40	355.45	12,670.38	0.00		201,878.47		201,878.47	
42	LOCAL STREETS & ROADS	2,261,502.58	174,515.13	0.00	0.00		2,436,017.71		2,436,017.71	
46	MOTOR FUEL TAX FUND	6,281,619.59	270,632.35	235,211.22	0.00		6,317,040.72		6,317,040.72	
58	LIBRARY CAPITAL	817,723.98	3,199.53	63,844.84	0.00		757,078.67		757,078.67	
59	LIBRARY TRUST FUNDS	64,587.30	134.03	2,266.90	0.00		62,454.43		62,454.43	
82	DCDF FUND	0.00	0.00	0.00	0.00		0.00		0.00	
84	COMMUNITY REVITALIZATION	2,441,259.80	15,929.34	1,512,238.64	0.00		944,950.50		944,950.50	
85	GRANT FUND	(296.15)	0.00	0.00	0.00		(296.15)		(296.15)	
	Total Special Revenue Funds	14,839,465.20	760,160.65	2,313,476.00	29,744.95	0.00	13,250,023.58	0.00	13,315,894.80	0.00
19	TIF & Redevelopment Funds OLDE TOWNE TIF FUND	393,429.11	1,633.61	0.00	0.00		395,062.72		395,062.72	
120	CENTRAL TIF	(45,999.08)	0.00	875.00	0.00		(46,874.08)		(46,874.08)	
21	WABASH CROSSING TIF	1,336,857.00	5,276.25	0.00	0.00		1,342,133.25		1,342,133.25	
23	EASTGATE TIF FUND	353,508.76	20,021.32	0.00	0.00		373,530.08		373,530.08	
24	SOUTHSIDE TIF FUND	230,600.41	909.37	0.00	0.00		231,509.78		231,509.78	
28	PINES SHOPPING CENTER TIF	(4,107.80)	3,080.00	0.00	0.00		(1,027.80)		(1,027.80)	
29	GRAND & OAKLAND TIF	100,589.08	6,412.31	0.00	0.00		107,001.39		107,001.39	
	Total TIF & Redevelpmnt Funds	2,364,877.48	37,332.86	875.00	0.00	0.00	2,401,335.34	0.00	2,401,335.34	0.00
40	Capital Funds PEG CAPITAL FUND	64,931.60	207.55	22,115.34	0.00		43,023.81		43,023.81	
44	2018 PROJECT FUND	0.00	0.00	0.00	0.00		0.00	0.00	0.00	
45	CAPITAL PROJECT FUND	4,460,965.61	18,351.45	19,246.03	0.00		4,460,071.03		4,460,071.03	(481,816.00)
61	EQUIPMENT REPLACEMENT	1,302,132.36	2,565.87	59,469.41	0.00		1,245,228.82		1,245,228.82	
99	AMERICAN RESCUE PLAN	0.00	0.00	0.00	0.00		0.00		0.00	
	Total Capital Funds	5,828,029.57	21,124.87	100,830.78	0.00	0.00	5,748,323.66	0.00	5,748,323.66	(481,816.00)

City of Decatur
Treasurer's Cash Report

Month of: Jun-24

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	80,921.90	12,159.37	58,314.63	0.00		34,766.64		34,766.64	0.00
60	Internal Service Funds FLEET MAINTENANCE	1,284,240.08	290,167.19	259,409.50	0.00		1,314,997.77		1,314,997.77	
64	RISK MANAGEMENT	5,271,514.38	318,881.05	20,640.25	0.00		5,569,755.18		5,569,755.18	
65	INSURANCE FUND	361,883.51	1,037,284.23	1,011,118.52	0.00		388,049.22		388,049.22	
	Total Internal Service Funds	6,917,637.97	1,646,332.47	1,291,168.27	0.00	0.00	7,272,802.17	0.00	7,272,802.17	0.00
70	Enterprise Funds TRANSIT	(38,167.20)	716,246.17	848,912.30	0.00		(170,833.33)		(170,833.33)	
77	FIBER OPTICS	821,398.19	8,013.59	4,733.00	0.00		824,678.78		824,678.78	
78	STORM WATER	3,463,696.97	159,184.12	65,898.10	0.00		3,556,982.99		3,556,982.99	
79	SEWER FUND	13,988,254.36	749,442.71	857,055.20	0.00		13,880,641.87		13,880,641.87	
80	WATER FUND	5,205,016.76	2,856,834.84	1,847,981.78	8,115.05		6,221,984.87		6,221,984.87	
81	WATER CAPITAL	6,011,706.96	237,926.72	640,049.91	0.00		5,609,583.77		5,609,583.77	481,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	156,290.01	62,919.51	81,820.32	0.00		137,389.20		137,389.20	
89	2022 BOND FUND	17,968,315.63	225,445.49	13,914.02	0.00		731,278.20	17,448,568.90	18,179,847.10	
	Total Enterprise Funds	60,076,511.68	5,016,013.15	4,360,364.63	8,115.05	0.00	43,291,706.35	17,448,568.90	60,740,275.25	481,816.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	3,173,434.71	170,982.67	835,390.71	0.00		2,509,026.67		2,509,026.67	
90	FIRE PENSION INVESTMENTS	93,269,224.08	2,979,763.40	18,262.80	0.00			96,230,724.68	96,230,724.68	
	TOTAL FIRE PENSION	96,442,658.79	3,150,746.07	853,653.51	0.00	0.00	2,509,026.67	96,230,724.68	98,739,751.35	
91	POLICE PENSION FUND CASH	3,786,878.36	190,003.00	1,193,971.04	0.00		2,782,910.32		2,782,910.32	
91	POLICE PENSION INVESTMENTS	127,739,595.93	3,607,800.46	6,498.70	0.00			131,340,897.69	131,340,897.69	
	TOTAL FIRE PENSION	131,526,474.29	3,797,803.46	1,200,469.74	0.00	0.00	2,782,910.32	131,340,897.69	134,123,808.01	
	Total Trust & Agency Funds	227,969,133.08	6,948,549.53	2,054,123.25	0.00	0.00	5,291,936.99		232,863,559.36	0.00
	Total City Funds	342,836,865.05	20,536,593.03	15,069,193.79	139,531.67	0.00	103,357,733.47	17,448,568.90	348,443,795.96	
Memorandum Items										
	Pooled Cash Investments							54,448,624.24	54,448,624.24	
	City Funds ex Trust & Agency	114,867,731.97	13,588,043.50	13,015,070.54	139,531.67	0.00	98,065,796.48	71,897,193.14	115,580,236.60	0.00

**City of Decatur
City Treasurer's Financial Report
Grant Tracking Schedule**

Period Ending: 24-Jun

Grant ID	Div	Grant Name	Expiration	State	Federal	Status	Grant Amount
	Executive/Police/Public Works	COMMUNITY VIOLENCE PREVENTION (TURNER)	6/30/2025	X		ACTIVE	1,000,000
	Executive	DCEO 23-203058	7/31/2025	x		ACTIVE	3,000,000
	Executive	DCEO 23-203059	7/31/2025	x		ACTIVE	3,000,000
	Executive	USDA Forest Service Urban and Community Forestry Inflation Reduction Act	2028		x	ACTIVE	750,000
	Executive/Library	EECBG - Equipment Rebate Program			x	ACTIVE	131,690
C2017	54 Neighborhood Revitalization	B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2024	X		ACTIVE	1,262,151
C2018	54 Neighborhood Revitalization	B-18-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2025	X		ACTIVE	1,378,744
C2019	54 Neighborhood Revitalization	B-19-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2026	X		ACTIVE	1,411,581
C2020	54 Neighborhood Revitalization	B-20-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2027	X		ACTIVE	1,417,995
C2021	54 Neighborhood Revitalization	B-21-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2028	X		ACTIVE	1,420,946
C2022	54 Neighborhood Revitalization	B-22-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2029	X		ACTIVE	1,374,790
C2023	54 Neighborhood Revitalization	B-23-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2030	X		ACTIVE	1,319,714
C2023	54 Neighborhood Revitalization	FR-6700-N-98 PRO HOUSING	9/1/2029	X		SUBMITTED	9,987,032
CCV19	54 Neighborhood Revitalization	B-20-MW-17-0008 CDBG CARES ACT ALLOCATION	9/21/2026	X		ACTIVE	834,287
H2016	54 Neighborhood Revitalization	M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2024	X		ACTIVE	327,118
H2017	54 Neighborhood Revitalization	M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2025	X		ACTIVE	330,899
H2018	54 Neighborhood Revitalization	M-18-MC-17-0008 HOME INVESTMENT PARTNERSHIP	9/1/2026	X		ACTIVE	444,741
H2019	54 Neighborhood Revitalization	M-19-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2027	X		ACTIVE	425,163
H2020	54 Neighborhood Revitalization	M-20-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2028	X		ACTIVE	431,353
H2021	54 Neighborhood Revitalization	M-21-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2029	X		ACTIVE	413,549
H2022	54 Neighborhood Revitalization	M-22-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2030	X		ACTIVE	497,298
H2023	54 Neighborhood Revitalization	M-23-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2031	X		ACTIVE	466,119
HOME-AR	54 Neighborhood Revitalization	M-21-MP-17-0203 HOME - American Rescue Plan	9/30/2030	X		ACTIVE	1,497,384
HRAP	54 Neighborhood Revitalization	HOME REPAIR & ACCESSIBILITY PROGRAM	9/30/2030	X		ACTIVE	\$400,000
	65 Police	HS-22-0071 IDOT STEP			X	ACTIVE	90,520
	65 Police	2021 BVP	1/31/2024		X	ACTIVE	28,400
	65 Police	2023-25 BVP			X	ACTIVE	29,800
	65 Police	15PBIA-21-GG-01457-JAGX			X	ACTIVE	34,099
	65 Police	15PBIA-22-GG-02558-JAGX			X	ACTIVE	36,081
	65 Police	ILETSB RECRUITMENT AND RETENTION GRANT				ACTIVE	100,000
9334	82 Public Works	R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W		X		ACTIVE	2,006,014
9335	82 Public Works	IL COMPETITIVE FREIGHT PROGRAM-BRUSH COLLEGE/FAIRES PKWY GRADE SEP			X	ACTIVE	44,000,000
9336	82 Public Works	6WGY(165)-RAILROAD GRADE CROSSING PROTECTION FND GCPF BRUSH COLL	2025	X		ACTIVE	19,950,000
1406	82 Public Works	15-203002 IL DECO (MIDWEST INLAND PORT TRANSPORTATION STUDY)		X		ACTIVE	250,000
1706	82 Public Works	CONTRIBUTED CAPITAL-MOUND ROAD/STEVENS CREEK WEST & MIDDLE BRIDGES			X	ACTIVE	2,000,000
1805	82 Public Works	CONTRIBUTED CAPITAL-TAYLOR RD BRIDGE OVER WARD BRANCH	2023		X	ACTIVE	800,000
	82 Public Works	FRA CRIS1			X	ACTIVE	2,000,000
	82 Public Works	FRA CRE			X	ACTIVE	16,000,000
	82 Public Works	STATE FUND COMMITMENT - BRUSH COLLEGE GRADE SEPERATION		X		ACTIVE	1,500,000
	82 Public Works	MULTIMODAL TRANSPORTATION BOND FUND (ICC)	2025	X		ACTIVE	6,000,000
	82 Public Works	Lead Service Line Inventory	11/1/2024	x		ACTIVE	50,000
	82 Public Works	Public Water System Energy Efficiency Program	8/31/2026		X	SUBMITTED	500,000
	82 Public Works	Pride of the Prairie Food Waste Composting Plan	9/30/2025	x		ACTIVE	59,362
	82 Public Works	RCPD Project Lake Decatur Water Quality Initiative	4/12/2028		X	ACTIVE	2,314,935
700	Mass Transit	CAP-22-1176-ILL	4/1/2028	x		ACTIVE	1,000,000
700	Mass Transit	CAP-22-1221-ILL	4/1/2028	x		ACTIVE	2,760,000
700	Mass Transit	CAP-23-XXXXXX		x		ACTIVE	3,750,000
700	Mass Transit	CAP-23-XXXXXX		x		ACTIVE	290,000
700	Mass Transit	CAP-23-XXXXXX			X	ACTIVE	1,850,000
700	Mass Transit	TS-18-317		X	x	ACTIVE	135,856
S21	700 Mass Transit	OP-21-47-IL #pend FY-2021 DOWNSTATE OPERATING ASSISTANCE GRANT	6/30/2024	X		ACTIVE	13,379,000
	700 Mass Transit	494-00-1439	2/1/2024	X		ACTIVE	240,000
SC20	700 Mass Transit	CAP-21-40-1141-ILL #pend CAPITAL GRANT	12/31/2025		X	ACTIVE	1,140,000
	700 Mass Transit	IL-2020-010-01	3/30/2025		X	ACTIVE	412,270
	700 Mass Transit	IL-2020-020-00	3/30/2027		X	ACTIVE	6,168,433
	700 Mass Transit	IL-2022-011-00	9/30/2025		X	ACTIVE	291,000
	700 Mass Transit	IL-2022-015-02	3/30/2027		X	ACTIVE	5,734,880
	700 Mass Transit	IL-2022-028-01	3/30/2028			ACTIVE	3,374,140
	700 Mass Transit	FTA FY2022 Low-No				ACTIVE	16,800,000
	700 Mass Transit	Safe Streets 4 All Application			X	ACTIVE	240,000
	700 Mass Transit	Thriving Communities	3/30/2025		X	ACTIVE	
	700 Mass Transit	THUD Application			X	SUBMITTED	
							Total
							Active
							188,837,344
							179,350,312

Treasurer's Investment Report

Pooled Cash
Account # 8051000942
Multiple Funds - Pooled Cash

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2024	BTD Interest Received	CP Accrual Balance
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	0.460%	-	-	-	6,562.50	6,562.50	20,919.21	0.00
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	4.160%	-	-	-	-	-	-	-
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	5.470%	-	-	-	-	-	-	-
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	5.320%	-	-	-	-	-	-	-
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	0.390%	1,600,000.00	4,460,429.69	4,571,526.00	-	8,625.00	17,135.87	6,492.44
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	5.400%	3,000,000.00	-	-	-	-	-	-
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	0.530%	1,000,000.00	3,371,503.91	3,464,440.00	-	6,562.50	16,059.79	3,851.89
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	4.050%	1,250,000.00	-	-	-	-	-	-
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	5.510%	1,250,000.00	-	-	-	-	-	-
US Treasury Bond	Jun-Dec	12/31/23	2.25000%	4.500%	-	-	-	14,062.50	-	21,676.44	0.00
US Treasury Bill Zero	Jan-July	01/09/24	0.01790%	5.530%	-	-	-	8,869.85	-	8,869.85	0.00
US Treasury Bond	Jan-July	01/15/24	0.12500%	4.460%	-	-	-	781.25	-	1,268.99	0.00
US Treasury Bond	Feb - Aug	02/15/24	0.12500%	4.450%	-	-	-	781.25	-	1,402.80	0.00
US Treasury Bill Zero	Mar - Sep	03/07/24	0.02670%	5.490%	-	-	-	26,671.99	-	26,671.99	0.00
US Treasury Bond	Mar - Sep	03/15/24	0.25000%	4.360%	-	-	-	1,562.50	-	3,048.59	0.00
US Treasury Bill Zero	Mar - Sep	03/28/24	1.32000%	5.380%	-	-	-	26,098.00	-	26,098.00	0.00
US Treasury Bond	Apr-Oct	04/30/24	2.00000%	4.330%	-	-	-	12,500.00	-	27,555.25	0.00
US Treasury Bond	May - Nov	05/15/24	0.25000%	5.250%	-	-	-	1,562.50	-	2,989.13	0.00
US Treasury Bond	May - Nov	05/31/24	2.50000%	4.180%	-	-	-	15,625.00	-	37,087.91	0.00
US Treasury Bill Zero	Jun-Dec	06/27/24	2.60000%	5.260%	-	-	-	101,500.78	101,500.78	101,500.78	0.00
US Treasury Bond	Jan-July	07/15/24	0.37500%	4.100%	1,250,000.00	1,191,113.28	1,247,600.00	-	2,343.75	3,806.96	2,163.46
US Treasury Bond	Feb - Aug	08/31/24	1.25000%	4.050%	1,250,000.00	1,201,660.16	1,241,275.00	-	7,812.50	14,605.99	5,222.49
US Treasury Bond	Apr-Oct	10/15/24	0.62500%	3.980%	1,250,000.00	1,187,207.03	1,232,912.50	-	3,906.25	8,284.68	1,643.61
US Treasury Bond	May - Nov	11/15/24	0.75000%	3.950%	1,250,000.00	5,481,515.62	5,628,075.75	-	21,468.75	25,751.05	5,483.86
US Treasury Bond	May - Nov	11/15/24	0.75000%	5.160%	4,475,000.00	-	-	-	-	-	-
US Treasury Bond	May - Nov	11/30/24	1.50000%	5.180%	505,000.00	1,700,238.29	1,727,481.60	-	11,420.70	11,193.04	2,229.71
US Treasury Bond	May - Nov	11/30/24	1.50000%	4.910%	1,250,000.00	-	-	-	-	-	-
US Treasury Bond	Jun-Dec	12/15/24	1.00000%	3.880%	1,250,000.00	6,011,083.99	6,129,687.50	31,250.00	31,250.00	38,437.70	2,732.25
US Treasury Bond	Jun-Dec	12/15/24	1.00000%	4.860%	5,000,000.00	-	-	-	-	-	-
US Treasury Bond	Jan-July	01/15/25	1.12500%	3.890%	1,250,000.00	2,882,778.12	2,938,890.00	-	6,992.55	11,382.22	15,602.89
US Treasury Bond	Jan-July	01/15/25	1.12500%	4.820%	505,000.00	-	-	-	-	-	-
US Treasury Bond	Jan-July	01/15/25	1.12500%	4.810%	1,250,000.00	-	-	-	-	-	-
US Treasury Bond	Feb - Aug	02/15/25	1.50000%	3.850%	1,250,000.00	1,196,777.34	1,220,762.50	-	9,375.00	16,833.56	7,057.00
US Treasury Bond	Mar - Sep	03/15/25	1.75000%	3.800%	1,250,000.00	1,201,708.99	1,219,787.50	-	10,937.50	21,340.01	6,419.84
US Treasury Bond	Mar - Sep	03/31/25	0.50000%	4.090%	1,825,000.00	1,700,244.14	1,762,420.75	-	4,562.50	9,125.00	2,293.71
US Treasury Bond	Apr-Oct	04/30/25	0.37500%	4.060%	1,250,000.00	1,162,060.55	1,201,475.00	-	2,343.75	4,713.40	789.74
US Treasury Bond	May - Nov	05/31/25	0.25000%	3.980%	1,000,000.00	926,835.94	956,220.00	-	1,250.00	2,651.10	211.75
US Treasury Bond	Mar - Sep	09/30/25	0.25000%	5.090%	1,250,000.00	1,138,867.19	1,178,612.50	-	1,562.50	1,417.35	785.53
US Treasury Bond	Jan-July	01/31/26	0.37500%	4.600%	1,250,000.00	1,152,929.69	1,164,987.50	-	(270.43)	(270.43)	1,957.41
US Treasury Bond	Feb - Aug	02/15/26	1.62500%	4.530%	1,025,000.00	970,306.64	973,627.00	-	(1,006.70)	(1,006.70)	6,268.97
US Treasury Bond	Feb - Aug	02/28/26	0.50000%	4.730%	1,250,000.00	1,152,539.06	1,163,962.50	-	(305.71)	(305.71)	2,089.00
US Treasury Bond	Mar - Sep	03/31/26	0.75000%	4.570%	2,000,000.00	1,855,000.00	1,865,160.00	-	122.95	122.95	3,770.50
US Treasury Bond	Apr-Oct	04/30/26	0.75000%	4.760%	1,250,000.00	1,157,421.88	1,162,600.00	-	(407.61)	(407.61)	1,579.49
US Treasury Bond	Apr-Oct	04/30/26	2.37500%	4.970%	1,250,000.00	1,188,916.01	1,197,662.50	-	-	-	5,001.70
US Treasury Bond	May - Nov	05/31/26	0.75000%	4.930%	1,250,000.00	1,151,562.50	9,737,490.00	(4,282.79)	(4,282.79)	(4,282.79)	6,670.13
US Treasury Bond	May - Nov	05/31/26	0.75000%	4.700%	5,250,000.00	4,868,759.77	-	-	-	-	-
US Treasury Bond	May - Nov	05/31/26	0.75000%	4.730%	4,000,000.00	3,709,531.25	-	-	-	-	-
Federated US Treasury Cash Reserves		Liquid			2,427,633.20	2,427,633.20	2,528,284.73	7,045.63	78,056.41	-	10,334.16
Total Investment(s)					57,362,633.20	54,448,624.24	55,514,940.83	142,076.12	418,897.49	475,676.37	100,651.53

Pooled Cash		Journal Entry						
		Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees		-	(10,767.09)	(10,881.23)			-	(21,648.32)
Gain/Loss from sale of bond		182,753.91	159,521.49	295,400.39			-	454,921.88
Interest (Income)		142,076.12	179,770.14	239,127.35			-	418,897.49
		324,830.03	328,524.54	523,646.51	-	-	-	852,171.05

Treasurer's Investment Report

Month of : June 2024

Water Capital Bond
Account # 1001027214
Fund 89

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2024	BTD Interest Received	CP Accrual Balance
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.660%	-	-	-		11,625.00	23,574.05	0.00
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.750%	-	-	-				
United States Treasury Note/Bond .25% 15 Mar 2024	Mar-Sep	3/15/2024	0.250%	4.630%	-	-	-		2,500.00	4,782.61	0.00
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.790%	-	-	-		6,562.50	12,863.72	0.00
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.780%	-	-	-				
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	5/15/2024	0.250%	5.210%	-	-	-		4,750.00	9,148.10	0.00
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	5/15/2024	0.250%	5.250%	-	-	-				
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/15/2024	0.250%	5.470%	-	-	-	5,000.00	5,000.00	9,330.60	0.00
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/15/2024	0.250%	5.330%	-	-	-				
United States Treasury Note/Bond .375% 15 July 2024	Jan-Jul	7/15/2024	0.375%	5.340%	2,000,000.00	1,906,093.75	1,996,160.00		3,750.00	3,627.72	3,461.54
United States Treasury Note/Bond 2.375% 15 Aug 2024	Feb-Aug	8/15/2024	2.375%	5.360%	2,000,000.00	1,943,906.25	1,992,420.00		23,750.00	22,588.32	17,877.74
BlackRock Liquidity Funds Treasury Trust Fund Portfolio					13,598,568.90	13,598,568.90	13,669,122.60	35,050.04	118,572.63		49,214.42
Total Investment(s)					17,598,568.90	17,448,568.90	17,657,702.60	40,050.04	176,510.13	85,915.12	70,553.70
GRAND TOTALS:					74,961,202.10	71,897,193.14	73,172,643.43	182,126.16	595,407.62	561,591.49	171,205.23

Journal Entry							
Water Capital Bond	Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees	-	(4,224.94)	(4,277.22)			-	(8,502.16)
Gain/Loss from sale of bond	185,000.00	198,308.59	506,632.80			-	704,941.39
Interest (Income)	40,050.04	81,943.92	94,566.21			-	176,510.13
	225,050.04	276,027.57	596,921.79	-	-	-	872,949.36

City of Decatur
Water Bond Issue - 2022 Bond Fund 89

[home](#)

Month of: Jun-24

Bond Issuance	2022
Par Value of Bonds	24,840,000
Premium	542,055
Total Source of Funds	25,382,055
Total Use of Funds	25,382,055
Cost of issuance	378,149
Bond Proceeds	25,003,906

Fund Description	Accounts for public works capital improvements in the water and sewer utilities financed by the proceeds from the issuance of bonds
Debt Issue	GO Series 2022 issued by the city dated April 28, 2022 to finance water and sewer infrastructure projects

Project The water and sewer sustainability initiative is the first phase of a multi phase long term capital project to secure cost efficient operation, infrastructure improvements, and long-term sustainability of the city's water and sewer utilities. The initial \$133 million project investment will span 5 years with completion envisioned in 2026. Water Utility projects include, but are not limited to, South Water Treatment Plant clarifier conversion, water main replacements, treatment plant chemical system upgrade, and other projects. Sewer Utility projects include replacement of main line sanitary sewer segments within the city.

Actual Bond Spend Activity in Fiscal year 2022	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	217,329	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	25,003,906	25,003,906	25,012,393	24,999,857	24,962,332	
Revenues													
Bond Proceeds				25,382,055	-	-	-	-	-	-	-	-	25,382,055
Interest/Investment Income				-	-	-	-	-	8,487	25,354	17,704	20,856	72,401
Expenditures													
Transfer out of old proceeds	transfer to water fund 80 for debt service			217,329	-	-	-	-	-	-	-	-	217,329
Bond Insurance Costs				378,149	-	-	-	-	-	-	-	-	-
Water/Sewer improvements				-	-	-	-	-	-	37,890	55,230	29,911	123,031
Total Expenditures	-	-	-	595,478	-	-	-	-	-	37,890	55,230	29,911	718,509
Ending cash available	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	25,003,906	25,003,906	25,012,393	24,999,857	24,962,332	24,953,276	

Actual Bond Spend Activity in Fiscal year 2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	24,953,276	24,938,010	24,958,055	24,649,948	24,721,550	24,606,889	24,535,733	24,508,866	24,431,517	24,196,405	23,958,885	23,948,967	
Revenues													
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest/Investment Income	40,532	20,046	4,848	33,896	45,335	17,548	60,167	54,338	9,332	13,431	11,567	11,503	322,542
Gain/Loss on Investments	-	-	54,531	38,906	49,141	54,297	57,188	-	-	-	-	-	254,062
Expenditures													
Transfer out of old proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Bond Insurance Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc.	-	-	-	-	-	-	12,232	-	-	4,167	-	-	16,399
Water/Sewer improvements	55,798	-	367,487	1,200	209,137	143,000	131,990	131,686	244,444	246,784	21,484	57,997	1,611,008
Total Expenditures	55,798	-	367,487	1,200	209,137	143,000	144,222	131,686	244,444	250,951	21,484	57,997	1,627,407
Ending cash available	24,938,010	24,958,055	24,649,948	24,721,550	24,606,889	24,535,733	24,508,866	24,431,517	24,196,405	23,958,885	23,948,967	23,902,474	

Actual Bond Spend Activity in Fiscal year 2024	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	23,902,474	24,020,638	24,044,589	24,111,673	18,673,109	17,968,316							
Revenues													
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest/Investment Income	22,273	42,695	22,538	31,828	24,924	40,445							184,704
Gain/Loss on Investments	117,215	-	81,094	146,133	175,500	185,000							704,941
Expenditures													
Transfers	-	-	-	5,600,000	-	-							5,600,000
Bond Insurance Costs	-	-	-	-	-	-							-
Misc.	-	-	-	4,277	-	-							4,277
Water/Sewer improvements	21,324	18,744	36,548	12,247	905,218	13,914							1,007,994
Total Expenditures	21,324	18,744	36,548	5,616,524	905,218	13,914	-	-	-	-	-	-	6,612,272
Ending cash available	24,020,638	24,044,589	24,111,673	18,673,109	17,968,316	18,179,847	-	-	-	-	-	-	

City of Decatur
City Treasurer's Financial Report
General Fund Summary

Period Ending: Jun-24

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget
REVENUE														
Actual	5,682,880	6,302,363	6,069,391	6,080,698	7,837,739	6,094,920							38,067,991	
Budget Projection	6,763,261	6,619,210	6,225,333	6,586,116	7,202,418	6,020,769							39,417,108	90,420,400
Vs budget in month	(1,080,381)	(316,847)	(155,942)	(505,419)	635,321	74,151	-	-	-	-	-	-		
Vs budget to date	(1,080,381)	(1,397,229)	(1,553,171)	(2,058,590)	(1,423,268)	(1,349,117)	-	-	-	-	-	-	(1,349,117)	
EXPENSE														
Personnel Expense														
Actual	3,793,357	5,535,667	3,750,914	3,852,594	3,882,559	3,867,469							24,682,559	
Budget Projection	3,960,109	5,695,291	3,960,109	4,132,140	3,960,109	3,960,109							25,667,869	62,910,352
Vs budget in month	(166,752)	(159,625)	(209,196)	(279,546)	(77,551)	(92,640)	-	-	-	-	-	-		70%
Vs budget to date	(166,752)	(326,376)	(535,572)	(815,119)	(892,669)	(985,310)	-	-	-	-	-	-	(985,310)	of GF Expense
Operating Expense														
Actual	1,855,085	3,106,574	1,713,580	2,279,678	1,552,188	1,022,572							11,529,677	
Budget Projection	2,137,853	1,233,053	2,230,356	1,963,985	1,584,677	1,677,410							10,827,335	27,271,648
Vs budget in month	(282,768)	1,873,521	(516,776)	315,693	(32,490)	(654,837)	-	-	-	-	-	-		30%
Vs budget to date	(282,768)	1,590,752	1,073,976	1,389,669	1,357,179	702,342	-	-	-	-	-	-	702,342	of GF Expense
TOTAL EXPENSE														
Actual	5,648,443	8,642,241	5,464,494	6,132,271	5,434,746	4,890,041	-	-	-	-	-	-	36,212,236	
Budget Projection	6,097,963	6,928,345	6,190,466	6,096,125	5,544,787	5,637,519	-	-	-	-	-	-	36,495,204	90,182,000
Vs budget in month	(449,520)	1,713,896	(725,972)	36,146	(110,041)	(747,478)	-	-	-	-	-	-		
Vs budget to date	(449,520)	1,264,376	538,404	574,550	464,510	(282,968)	-	-	-	-	-	-	(282,968)	
Surplus / (Deficit)														
Actual	34,437	(2,339,878)	604,897	(51,573)	2,402,993	1,204,879	-	-	-	-	-	-	1,855,755	
Budget Projection	665,298	(309,135)	34,868	489,992	1,657,631	383,251	-	-	-	-	-	-	2,921,905	238,400
Vs budget in month	(630,861)	(2,030,743)	570,029	(541,565)	745,362	821,628	-	-	-	-	-	-		
Vs budget to date	(630,861)	(2,661,604)	(2,091,575)	(2,633,140)	(1,887,778)	(1,066,150)	-	-	-	-	-	-	(1,066,150)	
Beginning Cash Balance														
23,371,170	23,720,736	21,348,674	21,952,729	22,335,389	24,760,288	-	-	-	-	-	-	-		
Balance Sheet Adjustments														
315,129	(32,184)	(843)	434,234	21,906	101,672									
Ending Cash Balance														
23,720,736	21,348,674	21,952,729	22,335,389	24,760,288	26,066,839	-	-	-	-	-	-	-		

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: Jun-24

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																	
GENERAL FUND																	
GENERAL GOV TAXES																	
301103	PROPERTY TAX	10						-							-	12,342,429	0%
301106	MOBILE HOME PRIVELEGE TAX	10							-						-	14,000	0%
301201	STATE SALES TAX	10	1,154,986	1,212,047	1,347,918	1,112,676	1,052,789	1,225,666							7,106,082	14,498,000	49%
301202	TELEPHONE UTILITY TAX	10	97,646	91,030	93,389	91,487	92,439	95,386							561,377	1,217,000	46%
301203	FOOD & BEVERAGE TAX	10	365,811	304,849	325,079	369,792	351,781	383,528							2,100,840	4,571,000	46%
301204	HOTEL AND MOTEL TAX	10	69,918	70,454	64,019	106,694	120,452	132,888							564,423	1,324,000	43%
301205	LOCAL SALES TAX	10	1,093,556	1,183,212	1,261,394	1,037,938	976,409	1,137,462							6,689,970	13,772,000	49%
301206	AVIATION FUEL TAX	10	3,135	3,120	2,735	2,242	2,109	2,610							15,951	8,000	199%
301207	LOCAL USE TAX	10	241,131	251,921	292,406	174,994	196,738	238,999							1,396,188	3,011,000	46%
301208	AUTO RENTAL TAX	10	4,780	4,614	4,809	3,956	3,871	4,622							26,652	67,000	40%
301209	UTILITY TAX - ELECTRIC & GAS	10	-	410,027	491,881	848,133	379,750	317,704							2,447,495	5,002,000	49%
301210	VIDEO GAMING TAX	10	186,224	196,329	170,364	196,168	226,183	213,948							1,189,216	2,536,000	47%
301212	STREAMING TAX	10	-	-	-	-	-	-							-	200,000	0%
301302	CABLE TV TAX	10	10,413	210,193	-	9,672	204,165	-							434,443	1,031,000	42%
Sub Total			3,227,600	3,937,795	4,053,991	3,953,752	3,606,686	3,752,812	-	-	-	-	-	-	22,532,637	59,593,429	38%
GENERAL GOVERNMENT (INTERGOV)																	
302102	LOCAL REPLACEMENT TAX	10	1,459	-	16,318	7,306	1,855	-							26,937	75,000	36%
302104	STATE REPLACEMENT TAX	10	315,936	-	186,308	166,175	401,745	-							1,070,164	2,524,000	42%
302105	STATE INCOME TAX	10	1,124,788	1,064,296	691,752	1,092,150	1,887,248	808,845							6,669,079	11,675,000	57%
302106	FEDERAL GRANTS	10	30,233	1,725	-	-	337,061	1,950							370,969	625,000	59%
302107	STATE GRANTS OR OTHER	10	-	-	443	-	17,950	-	-	-	-	-	-	-	18,393	169,000	18%
302114	POLICE OT REIMBURSEMENTS	10	334	9,248	5,301	459	4,775	6,853							26,971	87,000	0%
302121	CANNABIS TAX	10	8,898	9,891	9,955	10,575	10,137	9,212							58,668	102,000	0%
302126	OPIOID TREATMENT FUNDING	10	-	-	-	-	(10,638)	-							-	-	-
Sub Total			1,481,648	1,085,160	910,077	1,287,302	2,650,133	826,860	-	-	-	-	-	-	8,241,181	15,257,000	54%
GEN GOVERNMENT SERVICE CHARGE																	
303607	PAYMENT IN LIEU OF TAXES	10	176,096	176,096	176,096	176,096	176,096	176,096							1,056,576	2,687,052	39%
303608	RISK & EE BENEFIT SERVICES	10	21,353	21,353	21,353	21,353	21,353	21,353							128,118	256,236	50%
303621	ADMIN SERVICES	10	208,067	208,067	208,067	208,067	208,067	208,067							1,248,402	2,496,804	50%
303622	PUBLIC WORKS SERVICES	10	136,750	136,750	136,750	136,750	136,750	136,750							820,500	1,641,000	50%
303626	BLDG INSPECTION SERVICES	10	10,513	10,513	10,513	10,513	10,513	10,513							63,078	126,156	50%
303628	SEWER FUND-EPA	10	33,425	33,425	33,425	33,425	33,425	33,425							200,550	401,097	50%
306700	IT SERVICES	10	29,189	29,189	29,189	29,189	29,189	29,189							175,134	350,261	50%
306707	CDBG PERSONNEL/EXP REIMB	10	2,272	84,303	16,106	73,396	22,757	2,272							201,106	430,500	47%
306751	HOME PERSONNEL/EXP REIMB	10	-	3,992	657	5,302	4,001	-							13,953	52,500	27%
306753	DUATS PERSONNEL/EXP REIMB	10	12,744	17,725	-	-	-	-							30,469	183,000	17%
306762	TRANSFER FROM COM. GRANTS	10	-	21,505	5,363	27,858	15,159	-							69,885	226,800	31%
Sub Total			630,409	742,919	637,519	721,949	657,310	617,665	-	-	-	-	-	-	4,007,771	8,851,406	45%
GENERAL GOV LICENSES/PERMITS																	
304300	ANIMAL REGISTRATION LATE FEES	10	305	1,565	690	940	1,240	1,130							5,870	11,000	53%
304302	GARBAGE HAULERS	10	800	-	-	-	-	-							800	17,000	5%
304303	CONTRACTOR LICENSES	10	5,875	2,350	1,350	801	900	650							11,926	28,000	43%
304304	LIQUOR LICENSES	10	2,556	2,547	250	-	266,825	332,910							605,088	513,000	118%
304307	OTHER LICENSES	10	9,085	3,040	9,915	1,393	3,953	2,040							29,426	276,000	11%
304401	BUILDING PERMITS	10	19,848	78,183	73,999	70,720	173,428	190,167							606,345	750,000	81%
304403	STORAGE UNIT FEES	10	-	-	-	-	-	-							-	100,000	0%
304404	BUSINESS LICENSE FEE	10	-	-	-	-	-	-							-	100,000	0%
Sub Total			38,469	87,685	86,204	73,854	446,346	526,897	-	-	-	-	-	-	1,259,455	1,795,000	70%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: Jun-24

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301	ON STREET PARKING	10	2,448	261	217	639	113	397							4,075	5,000	82%
303302	PARKING LOT 1	10	1,278	653	1,031	1,962	676	1,325							6,925	16,000	43%
303306	PARKING LOT 10	10	1,055	167	371	532	185	553							2,864	7,000	41%
303308	GARAGE C	10	6,555	1,405	720	1,602	1,960	1,780							14,022	39,000	36%
303310	RESIDENTIAL PARKING	10	480	-	900	120	60	60							1,620	5,000	32%
303312	DOWNTOWN EMPL PARKING PERMITS	10	1,561	1,523	1,325	2,133	1,650	1,559							9,749	19,000	51%
304490	ADMIN COURT FINES	10	5,004	5,219	4,838	4,735	6,312	11,877							37,986	64,000	59%
305500	ADMINISTRATIVE COURT FEES	10	3,110	2,010	3,246	2,312	2,397	5,050							18,125	38,000	48%
305501	COURT FINES	10	11,468	13,982	14,076	14,805	12,934	16,547							83,812	200,000	42%
305502	BOOT FEE	10	35	70	140	-	-	140							385	3,000	13%
305503	WEED CUTTING FEES	10	4,779	2,761	2,197	2,824	4,974	2,552							20,087	56,000	36%
305505	ILLEGAL USE OF VEHICLE	10	26,350	29,025	25,710	20,500	30,500	28,750							160,835	487,000	33%
305506	OVERTIME PARKING FEES	10	6,120	4,047	4,850	4,199	3,808	7,046							30,071	92,000	33%
305507	VARIANCE AND ZONING	10	150	150	175	1,210	465	400							2,550	1,000	255%
305513	OTHER FINES AND FEES	10	7,989	7,595	5,450	6,890	5,696	10,318							43,938	87,000	51%
305516	PET CITATIONS	10	2,265	2,674	6,723	3,986	6,116	6,439							28,203	55,000	51%
305520	TRASH & CLEAN UP FINES	10	14,668	9,011	6,675	5,933	9,339	12,948							58,574	68,000	86%
305522	BACKGROUND CHECK FEES	10					60	500							560	-	-
	Sub Total		95,316	80,552	78,644	74,381	87,246	108,242	-	-	-	-	-	-	524,380	1,242,000	42%
INVESTMENT																	
307101	INTEREST INCOME	10	19,600	10,243	20,527	16,439	17,006	16,944							100,759	450,000	22%
307102	POOLED INTEREST	10	-	-	-	-	-	-							-	1,500	0%
307141	INVESTMENT INCOME	10	34,871	21,541	30,390	14,655	37,328	85,064							223,805	4,000	5596%
	Sub Total	10	54,471	31,784	50,918	31,094	54,334	102,008	-	-	-	-	-	-	324,609	455,500	71%
GENERAL GOV OTHER INCOME																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	-	76,759	-	230,278	76,759							460,556	921,000	50%
303415	PROFESSIONAL STANDARDS	10	-	1,010	-	-	-	-							1,010	3,400	30%
303510	ELECTRIC AGGREGATION ADMIN	10	-	-	-	-	-	-							-	25,000	0%
308801	RENTAL OF CITY PROPERTY	10	567	567	567	-	567	-							2,268	-	-
308803	SALE OF OTHER PROPERTY	10	-	-	-	-	-	-							-	10,000	0%
308807	DEMOLITION PAYMENTS	10	-	-	-	-	-	-							-	83,000	0%
308810	DAMAGE TO CITY PROPERTY	10	10	10	10	38,530	10	9,833							48,403	43,000	113%
308814	INVENTORY REIMBURSEMENTS	10	-	853	-	-	2,097	-							2,950	-	-
308817	NOISE ORDINANCE FINES	10	-	-	390	-	-	-							390	3,000	13%
308890	REIMBURSEMENT OF EXPENSE	10	88	25	9,538	-	109	-							9,760	5,000	195%
308898	BANK RECONCILIATION ADJ	10	(0)	-	-	(305)	(31)	(579)							(916)	9,000	-10%
308899	MISCELLANEOUS INCOME	10	4,513	251,160	12,052	(157,962)	(55,884)	3,085							56,964	107,265	53%
	Sub Total	10	81,938	253,624	99,316	(119,737)	177,146	89,098	-	-	-	-	-	-	581,386	1,209,665	48%
PUBLIC SAFETY INTERGOVERNMENT																	
302403	FIRE TRAINING REIMBURSEMENT	10	-	-	-	199	-	-		-	-	-	-		199	61,000	0%
302404	POLICE TRAINING REIMBURSEMENT	10	-	-	66,600	-	29,600	-		-	-	-	-		96,200	187,000	
	Sub Total	10	-	-	66,600	199	29,600	-	-	-	-	-	-	-	96,399	248,000	39%
PUBLIC SAFETY TRANSFER																	
303405	SCHOOL DISTRICT REIMB	10	-	-	-	-	-	-		-	-	-	-		-	504,000	0%
310010	FIRE PROGRAMS	10	660	-	120	580	18,160	75		-	-	-	-		19,595	20,000	98%
	Sub Total		660	-	120	580	18,160	75	-	-	-	-	-	-	19,595	524,000	4%
PUBLIC SAFETY FINES & FEES																	
305512	FIRE & BURGLAR ALARMS	10	2,600	900	-	-	200	100							3,800	17,000	22%
305514	POLICE RECORDS	10	2,145	1,080	1,915	539	1,109	795							7,582	23,000	33%
308800	PUBLIC SAFETY LIFT ASSIST FEES	10	-	-	283	-	-	500							783	30,000	3%
	Sub Total		4,745	1,980	2,198	539	1,309	1,395	-	-	-	-	-	-	12,164	70,000	17%
PROPERTY TAX ROAD & BRIDGE																	
301102	ROAD & BRIDGE TAX	10	-	-	-	-	-	-		-	-	-	-		-	430,000	0%
	Sub Total		-	-	-	-	-	-	-	-	-	-	-	-	-	430,000	0%
HIGHWAYS/STREETS INTERGOVERNMENTAL																	
302401	STATE ROUTE MAINTENANCE	10	37,030	-	-	-	37,030	-		-	-	-	-		74,059	131,000	57%
	Sub Total		37,030	-	-	-	37,030	-	-	-	-	-	-	-	74,059	131,000	57%
303601	MFT REIMB-MS/TRAFF SIGNAL	10	30,594	29,597	46,706	37,649	58,009	33,036							235,592	550,000	43%
303606	WATER STREET CUTS	10	-	51,266	37,098	19,137	14,431	36,831							158,764	255,000	62%
	Sub Total		30,594	80,864	83,804	56,786	72,439	69,868	-	-	-	-	-	-	394,355	805,000	49%
	General Fund Total		5,682,880	6,302,363	6,069,391	6,080,698	7,837,739	6,094,920	-	-	-	-	-	-	38,067,991	90,612,000	42%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: Jun-24

Div	Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Revised	% of
	Fund		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
Other Funds																	
COMMUNITY GRANT	16	-	-	-	-	-	-	8,108							8,108		-
HOME PROGRAM	17	874	2,985	3,002	6,074	4,788	795								18,517		-
CDBG	18	216	112,808	401,489	110,514	24,455	21,575								671,057		-
OLDE TOWNE TIF	19	942	566	1,006	780	792	1,634								5,721		-
WABASH CROSSING TIF	21	3,248	1,825	2,729	1,614	2,972	5,276								17,663		-
DUATS	22	33,764	73,946	125	83	133	150								108,199		-
EASTGATE TIF	23	19,323	19,107	19,443	19,190	19,395	20,021								116,480		-
SOUTHSIDE TIF	24	477	261	486	285	479	909								2,897		-
STATE DRUG ENFORCEMENT	25	287	6,526	22,467	239	345	35,086								64,949		-
DUI COURT FINES	26	4,187	3,089	5,812	4,377	4,230	4,939								26,634		-
POLICE PROGRAMS/LAB	27	551	211	484	232	483	747								2,708		-
PINES SHOPPING CENTER TIF	28	3,278	3,188	3,297	3,080	3,080									19,002		-
GRAND & OAKLAND TIF	29	6,316	6,068	6,348	6,010	6,060	6,412								37,215		-
FEDERAL DRUG ENFORCEMENT	30	265	90	296	238	230	202								1,321		-
BUILDING FUND	34	50,582	67,682	51,281	79,026	50,765	51,873								351,208		-
LIBRARY OPERATIONS	35	155,733	49,831	109,764	97,994	178,520	170,639								762,481		-
BAND	36	1,173	1,089	1,162	1,106	1,168	1,281								6,978		-
FOREIGN FIRE INSURANCE	37	1,092	452	438	446	428	355								3,212		-
PEG PROJECTS	40	2,206	9,842	124	2,005	9,549	208								23,933		-
LOCAL STREETS & ROADS	42	130,332	157,020	106,685	159,593	151,374	174,515								879,520		-
2018 PROJECT FUND	44	-	-	-	-	-	-								-		-
CAPITAL STREET PROJECTS	45	6,723	333,306	8,973	5,403	8,254	18,351								381,011		-
MFT PROJECTS	46	354,835	241,891	263,008	897,934	284,677	270,632								2,312,977		-
DEBT SERVICE	50	13,159	9,902	109,902	10,666	10,936	12,159								166,724		-
LIBRARY CAPITAL	58	1,885	916	1,697	958	1,593	3,200								10,248		-
LIBRARY TRUST FUNDS	59	147	4,730	380	1,084	791	134								7,266		-
FLEET MAINTENANCE	60	281,828	276,690	283,015	278,463	289,456	290,167								1,699,619		-
EQUIPMENT REPLACEMENT	61	3,561	519,806	3,220	24,019	45,365	2,566								598,537		-
RISK MANAGEMENT	64	302,969	332,169	317,154	301,805	309,148	318,881								1,882,125		-
EMPLOYEE BENEFIT	65	1,036,443	1,434,955	1,022,790	1,036,115	1,046,655	1,037,284								6,614,242		-
PUBLIC TRANSIT	70	1,187,147	429,014	159,245	2,311,558	539,316	716,246								5,342,527		-
FIBER OPTICS	77	7,666	6,808	7,169	8,020	7,971	8,014								45,648		-
STORMWATER PROJECTS	78	152,072	268,854	162,871	236,893	221,234	159,184								1,201,107		-
SEWER PROJECTS	79	626,646	688,949	752,119	640,564	716,020	749,443								4,173,742		-
WATER	80	2,712,029	2,690,953	2,718,147	2,945,652	2,893,435	2,856,835								16,817,051		-
WATER CAPITAL	81	47,241	3,325,388	(2,940,081)	6,617,353	34,840	237,927								7,322,668		-
DCDF	82	1,718	412	2,635	-	-	-								4,766		-
COMMUNITY REVITALIZATION	84	15,866	17,826	209,307	22,916	23,278	15,929								305,122		-
GRANTS	85	122,846	46,124	259,262	311,881	50,440	-								790,552		-
RECYCLING	88	58,906	60,984	62,120	62,885	69,048	62,920								376,863		-
WATER BOND FUND	89	139,488	42,695	103,632	177,961	200,424	225,445								889,645		-
FIRE PENSION	90	173,854	68,629	2,516,844	2,576,849	(2,705,908)	3,150,746								5,781,015		-
POLICE PENSION	91	196,933	(326,077)	2,999,000	3,073,126	(3,114,682)	3,797,803								6,626,104		-
AMERICAN RESCUE PLAN	99	-	-	-	-	-	-		-	-	-	-	-	-	-		-
CENTRAL TIF	120	-	-	-	-	-	-		-	-	-	-	-	-	-		-
Grand Total Revenues		13,541,687	17,293,873	15,828,237	28,115,687	9,229,274	20,536,593	-	-	-	-	-	-	-	104,545,351	90,612,000	115%

City of Decatur, Macon County
Property Tax Levy
City and TIF Districts
Billed Tax Amounts

home

Net Assessed Value \$: 1,045,874,256 3212.1
City Tax Rate: 1.50910% 3212.1

Assessed Value Year
Pay Year
Prepared by:
Reviewed by:

2023
2024
Anthony Cooling
Ruby James

note	Tax Levy Item	Fund	Net Assessed Value	input	input	Collection Rate	Property Tax Receivable	input	Property Tax Deferred	Allowance for Uncollectable	Billed \$ Amount certified
				Tax Rate	Tax Levy \$ Amount ordinance			Extension \$ Amount			
	General Obligation Bond Debt	50	1,045,874,256	0.05615%	587,181	99.10%	587,258	587,258	581,973	5,285	587,258
	General Purpose	10	1,045,874,256	0.00000%		99.10%	0	0	0	0	0
	Fire Pension	10	1,045,874,256	0.58597%	6,128,479	99.10%	6,128,510	6,128,510	6,073,353	55,157	6,128,510
	Police Pension	10	1,045,874,256	0.56650%	5,924,839	99.10%	5,924,878	5,924,878	5,871,554	53,324	5,924,878
	City Library	35	1,045,874,256	0.29378%	3,072,539	99.10%	3,072,570	3,072,570	3,044,917	27,653	3,072,570
	Municipal Band	36	1,045,874,256	0.00670%	70,000	99.10%	70,074	70,074	69,443	631	70,074
	Public Transit	70			15,783,038.00		15,783,290.00		15,641,240		
	xxxxx	xx									
Total City			1,045,874,256	1.50910%	31,566,076.00			15,783,290.00			15,783,290.00
		xx		xx	xx			Fund 10 Totals	11,944,908	108,480	12,053,388
TIF District (tax code district)			AV Increment Value	input	input	Collection Rate	Property Tax Receivable	input	Property Tax Deferred	Allowance for Uncollectable	Billed \$ Amount certified
				AV Increment Tax Rate	AV Increment \$ Amount submitted			Extension \$ Amount			
ZTF3 Pines TIF (4062)	28		781,248	11.15959%	85,000	98.80%	87,184	87,184	86,138	1,046	87,184
ZTF5 Olde Towne TIF (4555)	19		11,326,813	12.84521%	1,162,772	98.80%	1,454,953	1,454,953	1,437,494	17,459	1,454,953
ZTF6 Near North (Wabash) TIF (4455)	21		3,531,077	10.89875%	355,000	98.80%	384,843	384,843	380,225	4,618	384,843
ZTF8 Eastgate TIF (9543)	23		1,684,970	9.64031%	161,000	98.80%	162,436	162,436	160,487	1,949	162,436
ZTF0 Grand & Oakland (4062)	29		1,361,874	11.09878%	141,000	98.80%	151,151	151,151	149,338	1,814	151,151
ZTFA SS Redevelopment (xxxx)	24		517,439	14.75607%	54,000	98.80%	76,354	76,354	75,437	916	76,354
Redevelopment TIF			19,203,421		1,958,772.00		2,316,921.90	2,316,921.90	2,289,118.84		2,316,921.90
		xx			xx			xx			xx
Total Property Tax Levy					33,524,848.00			18,100,211.90			18,100,211.90

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

Jun-24

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	3,291	14,743	3,189	4,647	3,292	5,685							34,846	83,073	83,073	42%
015	EXECUTIVE	10	76,449	90,290	60,400	89,072	146,598	66,762							529,572	805,181	805,181	66%
016	HUMAN RESOURCES	10	49,062	71,116	54,066	60,773	80,638	51,614							367,268	740,439	740,439	50%
017	INFORMATION TECHNOLOGIES	10	165,347	195,933	255,318	403,756	179,066	108,433							1,307,853	2,458,671	2,458,671	53%
018	DATA & COMMUNICATIONS	10	32,807	49,319	28,620	42,588	44,691	49,983							248,006	544,831	544,831	46%
020	LEGAL	10	103,274	96,973	80,369	75,812	87,782	79,580							523,789	1,177,617	1,177,617	44%
035	FINANCE	10	144,813	244,173	164,423	181,076	168,767	122,120							1,025,372	2,030,729	2,030,729	50%
037	PURCHASING	10	23,487	24,897	22,333	17,314	15,039	15,373							118,442	209,381	209,381	57%
038	CIVIC CENTER	10	40,630	27,740	68,041	63,123	33,983	25,330							258,847	787,980	787,980	33%
039	CITY GENERAL ADMINISTRATIVE	10	715,590	1,356,555	120,193	76,426	186,658	43,845							2,499,268	7,822,961	7,822,961	32%
040	CENTRAL BUSINESS DISTRICT	10	44,433	27,466	45,939	31,291	48,755	33,966							231,850	285,000	285,000	81%
Sub Total			1,399,182	2,199,203	902,891	1,045,877	995,270	602,691	-	-	-	-	-	-	7,145,114	16,945,863	16,945,863	42%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	58,945	49,603	43,913	44,234	44,302	40,891							281,887	713,403	713,403	40%
052	BUILDING INSPECTIONS	10	73,387	102,747	114,398	71,298	70,785	71,100							503,715	937,622	937,622	54%
053	NEIGHBORHOOD INSPECTIONS	10	84,866	118,021	73,114	80,732	146,188	168,352							671,273	1,767,062	1,767,062	38%
054	REVITALIZATION & HOUSING	10	63,943	76,101	69,209	49,977	59,389	61,618							380,237	785,991	785,991	48%
055	ECONOMIC DEVELOPMENT	10	70,166	199	23,027	73,948	85	-							167,423	305,900	305,900	55%
Sub Total			351,308	346,670	323,661	320,189	320,748	341,960	-	-	-	-	-	-	2,004,536	4,509,978	4,509,978	44%
Public Safety																		
065	POLICE	10	1,960,039	3,254,129	2,155,122	2,500,477	1,929,011	1,962,055							13,760,834	33,962,177	33,962,177	41%
070	FIRE	10	1,234,205	1,849,502	1,311,288	1,412,015	1,401,248	1,251,465							8,459,724	24,068,069	24,068,069	35%
Sub Total			3,194,244	5,103,632	3,466,411	3,912,492	3,330,259	3,213,521	-	-	-	-	-	-	22,220,558	58,030,246	58,030,246	38%
Public Works																		
080	PUBLIC WORKS ADMIN	10	25,845	44,596	29,961	33,375	34,906	35,349							204,032	437,280	437,280	47%
082	ENGINEERING	10	100,620	154,492	102,899	99,326	103,062	100,054							660,453	1,481,280	1,481,280	45%
083	MUNICIPAL SERVICES	10	347,437	503,885	358,166	357,841	353,854	354,964							2,276,146	5,302,119	5,302,119	43%
084	STREETS	10	90,920	99,489	105,098	98,557	97,596	104,402							596,063	1,345,767	1,345,767	44%
086	TRAFFIC & PARKING	10	106,322	145,176	132,477	210,004	146,776	83,114							823,869	1,706,709	1,706,709	48%
088	LAND & BUILDING MGMT	10	32,565	45,099	42,931	54,609	52,275	53,987							281,465	852,758	852,758	33%
Sub Total			703,708	992,737	771,532	853,713	788,469	731,869	-	-	-	-	-	-	4,842,028	11,125,913	11,125,913	44%
General Fund Expenditure Total			5,648,443	8,642,241	5,464,494	6,132,271	5,434,746	4,890,041	-	-	-	-	-	-	36,212,236	90,612,000	90,612,000	40%
Community & Economic Development																		
16	COMMUNITY GRANT	16	-	-	-	7,733	5,044	-							12,777	705,800	705,800	2%
17	HOME PROGRAM	17	-	4,004	711	5,311	4,012	5							14,043	2,539,416	2,539,416	1%
18	CDBG PROGRAM	18	74,588	413,888	19,143	116,583	31,240	27,658							683,101	4,623,718	4,623,718	15%
22	DUATS	22	34,627	46,523	2,184	2,122	5,555	24,907							115,917	435,780	435,780	27%
70	PUBLIC TRANSIT	70	218,292	1,585,564	903,792	991,760	841,471	848,912							5,389,790	30,497,405	30,497,405	18%
82	DCDF	82	468	112	176,860	-	-	-							177,440	172,045	172,045	103%
84	COMMUNITY REVITALIZATION	84	423,479	1,218,730	248,005	605,190	848,721	1,512,239							4,856,365	7,285,000	7,285,000	67%
88	RECYCLING	88	44,567	91,360	44,132	61,303	59,232	81,820							382,414	787,956	787,956	49%
Sub Total			796,020	3,360,181	1,394,827	1,790,001	1,795,275	2,495,542	-	-	-	-	-	-	11,631,845	47,047,120	47,047,120	25%
Redevelopment & TIF																		
19	OLDE TOWNE TIF	19	-	-	-	-	48,693	-	-	-	-	-	-	-	48,693	1,087,000	1,087,000	4%
21	WABASH CROSSING TIF	21	-	2,763	663	-	-	-	-	-	-	-	-	-	3,425	1,045,000	1,045,000	0%
23	EASTGATE TIF	23	-	-	-	-	-	-	-	-	-	-	-	-	-	350,000	350,000	0%
24	SOUTHSIDE TIF	24	-	-	-	-	-	-	-	-	-	-	-	-	-	51,103	51,103	0%
28	PINES SHOPPING CENTER TIF	28	-	-	-	133,790	-	-	-	-	-	-	-	-	133,790	114,000	114,000	117%
29	GRAND & OAKLAND TIF	29	-	-	-	181,453	-	-	-	-	-	-	-	-	181,453	175,000	175,000	104%
120	CENTRAL TIF	120	-	44,464	1,535	-	-	875	-	-	-	-	-	-	46,874	250,000	250,000	
Sub Total			-	47,227	2,198	315,243	48,693	875	-	-	-	-	-	-	414,235	3,072,103	3,072,103	13%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

Jun-24

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																		
25	STATE DRUG ACTIVITIES	25	2,666	26,539	18,500	1,738	17,151	-							66,594	95,000	95,000	70%
26	DUI COURT FINES	26	1,002	2,548	7,730	8,980	3,824	5,306							29,389	107,500	107,500	27%
27	POLICE PROGRAMS/LAB	27	-	-	-	-	-	539							539	8,500	8,500	6%
30	FEDERAL DRUG ENFORCEMENT	30	2,325	3,097	-	345	2,859	11,252							19,878	85,000	85,000	23%
37	FOREIGN FIRE INSURANCE	37	5,405	7,328	11,887	16,150	9,411	12,670							62,852	198,880	198,880	32%
Sub Total			11,397	39,511	38,117	27,213	33,245	29,768	-	-	-	-	-	-	179,251	494,880	494,880	36%
Debt Service																		
50	DEBT SERVICE PAYMENTS	50	-	1,339,938	-	-	2,650	58,315	-	-	-	-	-	-	1,400,902	2,717,154	2,717,154	52%
Sub Total			-	1,339,938	-	-	2,650	58,315	-	-	-	-	-	-	1,400,902	2,717,154	2,717,154	52%
Public Works																		
42	LOCAL MFT PROJECTS	42	130,511	11,765	2,000	7,673	46,361	-							198,310	2,235,529	2,235,529	9%
44	2018 PROJECT FUND	44	8,175	-	-	150,995	-	-							159,170	223,669	223,669	71%
45	CAPITAL PROJECTS	45	5,000	359,485	16,726	17,611	391,644	19,246							809,712	6,004,519	6,004,519	13%
46	STATE MFT PROJECTS	46	440,590	94,376	47,177	32,541	1,011,678	235,211							1,861,574	18,358,871	18,358,871	10%
60	FLEET OPERATIONS	60	141,870	301,523	208,650	199,899	209,337	259,410							1,320,688	3,162,104	3,162,104	42%
61	EQUIPMENT REPLACEMENT	61	68,444	175,916	439,216	14,995	332,451	59,469							1,090,491	3,795,799	3,795,799	29%
78	STORM WATER PROJECTS	78	79,536	131,201	80,089	78,217	175,665	65,898							610,608	2,148,156	2,148,156	28%
79	SEWER PROJECTS	79	547,876	737,892	302,026	638,610	714,901	857,055							3,798,361	11,421,025	11,421,025	33%
Sub Total			1,422,003	1,812,159	1,095,883	1,140,542	2,882,038	1,496,289	-	-	-	-	-	-	9,848,914	47,349,672	47,349,672	21%
Library																		
35	LIBRARY OPERATIONS	35	284,964	485,841	339,892	341,222	337,878	326,745							2,116,542	4,739,984	4,739,984	45%
58	LIBRARY CAPITAL PROJECTS	58	-	54,230	3,000	-	1,922	63,845							122,997	500,000	500,000	25%
59	LIBRARY TRUST FUNDS	59	-	1,831	201	2,322	7,099	2,267							13,720	75,000	75,000	18%
Sub Total			284,964	541,902	343,093	343,544	346,899	392,857	-	-	-	-	-	-	2,253,258	5,314,984	5,314,984	42%
Internal Service and Other																		
34	BUILDING FUND	34	117,532	73,221	40,371	40,921	48,223	75,714							395,983	747,428	747,428	53%
36	BAND	36	2,855	533	533	533	6,944	15,117							26,515	93,001	93,001	29%
40	PEG CAPITAL PROGRAMMING	40	842	2,762	13,196	860	2,741	22,115							42,517	60,660	60,660	70%
64	RISK MANAGEMENT	64	55,869	128,082	28,766	108,711	264,713	20,640							606,782	3,557,261	3,557,261	17%
65	BENEFIT INSURANCE	65	1,092,051	1,062,926	1,133,493	1,112,667	928,237	1,011,119							6,340,494	14,414,224	14,414,224	44%
77	FIBER OPTICS	77	5,233	14,033	11,521	2,233	17,646	4,733							55,399	607,663	607,663	9%
85	GRANT FUND	85	-	355,434	169,979	-	360,331	-							885,743	5,212,000	5,212,000	17%
99	AMERICAN RESCUE PLAN	99	50,595	(50,595)	6,592	(6,592)	-	-							-	437,000	437,000	0%
Sub Total			1,324,977	1,586,396	1,404,451	1,259,333	1,628,836	1,149,438	-	-	-	-	-	-	8,353,433	25,129,237	25,129,237	33%
Water Utility																		
80	WATER UTILITY	80	1,207,520	13,730,357	(1,586,490)	1,243,822	1,414,976	1,847,982							17,858,167	38,960,268	38,960,268	46%
81	WATER CAPITAL	81	389,507	617,842	99,044	406,266	63,246	640,050							2,215,955	12,501,542	12,501,542	18%
89	2022 BOND FUND	89	21,324	18,744	36,548	5,616,524	905,218	13,914							6,612,272	11,996,658	11,996,658	55%
Sub Total			1,618,351	14,366,943	(1,450,898)	7,266,613	2,383,439	2,501,946	-	-	-	-	-	-	26,686,393	63,458,468	63,458,468	42%
Fudiciary Trust & Agency																		
90	FIRE PENSION	90	821,208	819,097	817,612	837,812	846,399	853,654							4,995,782	9,860,396	9,860,396	51%
91	POLICE PENSION	91	967,489	990,257	982,635	1,001,049	1,127,198	1,200,470							6,269,097	11,644,032	11,644,032	54%
Sub Total			1,788,697	1,809,354	1,800,246	1,838,861	1,973,597	2,054,123	-	-	-	-	-	-	11,264,879	21,504,428	21,504,428	52%
Grand Total Expenditures			12,894,852	33,545,851	10,092,411	20,113,622	16,529,418	15,069,194	-	-	-	-	-	-	108,245,348	306,700,047	306,700,047	35%

City of Decatur
Water Utility Financial Report
Key Metrics

[home](#)

Jun-24

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Current Year													
Water Bill Count													
Original Bills													
Residential	28,260	25,693	24,511	27,833	27,488	23,847							157,632
Industrial	30	30	30	30	30	30							180
Commercial	2,781	2,589	2,438	2,874	2,769	2,377							15,828
Total	31,071	28,312	26,979	30,737	30,287	26,254	-	-	-	-	-	-	173,640
Delinquent Bills													
Residential	8,084	7,525	6,981	7,713	8,245	6,814							45,362
Industrial	426	-	-	-	-	-							426
Commercial	-	406	399	439	461	416							2,121
Total	8,510	7,931	7,380	8,152	8,706	7,230	-	-	-	-	-	-	47,909
Total Bill Count	39,581	36,243	34,359	38,889	38,993	33,484	-	-	-	-	-	-	221,549
Cubit Feet Consumption Billed													
Residential	11,720,126	11,275,137	9,421,328	11,184,127	11,338,855	10,711,472							65,651,045
Industrial	35,671,234	37,822,224	38,317,859	42,950,552	41,059,734	42,277,307							238,098,910
Commercial	9,294,639	10,624,499	9,030,487	10,697,102	10,393,216	11,141,782							61,181,725
Total	56,685,999	59,721,860	56,769,674	64,831,781	62,791,805	64,130,561	-	-	-	-	-	-	364,931,680
Water Shut Offs	665	702	720	755	719	692							4,253
Customer Service Telephone Calls	5,096	4,602	4,270	5,089	5,133	4,483							28,673
Water Billed \$													
Residential	798,585	754,163	652,315	766,784	779,679	741,641							\$ 4,493,168
Industrial	1,099,425	1,153,979	1,161,864	1,281,566	1,227,377	1,301,791							\$ 7,226,002
Commercial	561,719	600,856	525,703	618,649	611,606	626,975							\$ 3,545,508
Total	\$ 2,459,729	\$ 2,508,998	\$ 2,339,882	\$ 2,666,999	\$ 2,618,662	\$ 2,670,407	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,264,677
Penalty \$													\$ -
Total Billed	\$ 2,459,729	\$ 2,508,998	\$ 2,339,882	\$ 2,666,999	\$ 2,618,662	\$ 2,670,407	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,264,677
Raw Water Gallonage Billed													
Gallons	441,830,000	382,650,000	399,820,000	406,570,000	401,380,000	412,220,000							2,444,470,000
\$ Billed	146,422	126,810	132,500	134,737	133,017	140,979							\$ 814,467
Water Billed vs Cash Receipts													
Billed \$	2,620,602	2,650,751	2,486,730	2,815,932	2,766,381	2,823,800							\$ 16,164,196
Cash Revenue \$	2,649,090	2,609,314	2,643,097	2,741,865	2,773,894	2,747,477							\$ 16,164,737
% Cash to Billed	101%	98%	106%	97%	100%	97%	-	-	-	-	-	-	100.0%
Fiscal Year 2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Water Bill Count													
Original Bills													
Residential	26,045	24,570	29,767	23,486	27,914	27,623	24,806	28,452	25,046	26,432	26,415	25,588	316,144
Industrial	30	30	30	30	30	30	30	30	30	30	30	30	360
Commercial	2,641	2,459	2,980	2,327	2,848	2,736	2,543	2,825	2,533	2,661	2,662	2,636	31,851
Total	28,716	27,059	32,777	25,843	30,792	30,389	27,379	31,307	27,609	29,123	29,107	28,254	348,355
Delinquent Bills													
Residential	7,399	6,442	7,841	7,395	8,062	8,390	7,378	8,303	7,208	8,602	7,653	7,214	91,887
Industrial	-	-	1	-	-	-	3	3	1	4	4	2	18
Commercial	452	365	412	440	442	468	435	491	433	419	453	398	5,208
Total	7,851	6,807	8,254	7,835	8,504	8,858	7,816	8,797	7,642	9,025	8,110	7,614	97,113
Total Bill Count	36,567	33,866	41,031	33,678	39,296	39,247	35,195	40,104	35,251	38,148	37,217	35,868	445,468
Cubit Feet Consumption Billed													
Residential	11,188,618	10,200,018	11,145,560	9,392,331	11,660,439	14,027,948	12,819,382	14,102,437	12,181,007	11,877,691	11,091,527	10,232,413	139,919,371
Industrial	47,752,330	45,530,232	39,297,719	42,569,239	40,161,288	41,341,662	42,100,688	42,836,883	44,869,880	34,398,294	40,699,068	36,801,920	492,359,203
Commercial	9,746,511	9,514,979	9,436,568	9,120,088	10,929,619	12,302,395	13,623,710	13,876,283	12,946,508	11,911,327	11,055,514	9,344,780	133,808,282
Total	62,687,459	65,245,229	59,879,487	61,081,658	62,751,346	67,672,005	68,543,780	70,815,603	69,997,395	58,187,312	62,846,109	56,379,113	766,086,856
Water Shut Offs	397	578	624	533	634	650	634	808	666	772	676	643	7,615
Customer Service Telephone Calls	4,761	4,507	5,297	5,109	5,247	5,019	4,899	5,385	4,741	5,093	4,864	4,430	59,352
Water Billed \$													
Residential	708,003	655,213	731,925	610,259	759,666	913,072	836,069	923,153	799,175	793,273	753,332	709,430	\$ 9,192,570
Industrial	1,180,971	1,274,432	1,120,980	1,205,209	1,149,778	1,247,274	1,268,502	1,286,198	1,335,848	1,068,491	1,233,022	1,131,330	\$ 14,502,036
Commercial	528,986	512,087	537,369	495,104	599,953	668,554	703,521	734,623	687,941	651,868	622,979	553,134	\$ 7,296,118
Total	\$ 2,417,959	\$ 2,441,732	\$ 2,390,274	\$ 2,310,573	\$ 2,509,397	\$ 2,828,900	\$ 2,808,092	\$ 2,943,974	\$ 2,822,965	\$ 2,513,632	\$ 2,609,333	\$ 2,393,893	\$ 30,990,724
Penalty \$	\$ 12,660	\$ 12,183	\$ 28,499	\$ 11,727	\$ 13,408	\$ 14,964	\$ 16,697	\$ 17,352	\$ 15,545	\$ 17,110	\$ 48,310	\$ 43,529	\$ 251,983
Total Billed	\$ 2,430,619	\$ 2,453,914	\$ 2,418,774	\$ 2,322,300	\$ 2,522,805	\$ 2,843,863	\$ 2,824,788	\$ 2,961,326	\$ 2,838,510	\$ 2,530,743	\$ 2,657,643	\$ 2,437,422	\$ 31,242,707
Raw Water Gallonage Billed													
Gallons (000)	417,880	430,520	384,500	411,830	424,110	451,820	486,370	482,310	407,220	440,770	410,810	447,970	5,196,110
\$ Billed	130,629	134,580	120,195	128,738	132,577	149,733	161,183	159,838	134,952	146,071	136,142	148,457	\$ 1,683,095
Water Billed vs Cash Receipts													
Billed \$	2,561,248	2,588,495	2,538,233	2,451,038	2,655,382	2,993,596	2,985,971	3,121,164	2,973,462	2,676,814	2,793,785	2,585,880	\$ 32,925,069
Cash Revenue \$	2,618,861	2,624,376	2,556,057	2,435,294	2,689,707	2,751,289	3,022,893	3,160,336	2,943,570	2,756,312	2,775,594	2,613,860	\$ 32,948,149
% Cash to Billed	102%	101%	101%	99%	101%	92%	101%	101%	99%	103%	99%	101%	100.1%

6/2024 Treasury

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City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: Jun-24

		Current Year Staffing Levels											
	Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Full Time Staffing													
City Manager's Office & City Clerk	4	4	4	4	4	4	4	-	-	-	-	-	-
Data & Communications	3	3	3	3	3	3	3	-	-	-	-	-	-
Transit	10	11	11	11	11	11	11	-	-	-	-	-	-
Facilities	2	1	1	1	1	1	1	-	-	-	-	-	-
Finance/Purchasing/Water Cust. Serv.	24	22	23	23	23	22	21	-	-	-	-	-	-
Human Resources	4	4	4	4	4	4	4	-	-	-	-	-	-
Information Technology	9	9	9	9	9	10	10	-	-	-	-	-	-
Legal	7	6	7	7	7	7	7	-	-	-	-	-	-
Economic & Community Dev	27	24	25	25	25	25	25	-	-	-	-	-	-
Public Safety	269	255	253	253	250	254	252	-	-	-	-	-	-
Public Works	116	106	110	110	109	108	106	-	-	-	-	-	-
Total Full Time	475	445	450	450	446	449	444	-	-	-	-	-	-
Part Time Staffing													
City Manager's Office	-	2	1	1	1	1	1						
Transit	-	-	-										
City Council - Legislative	7	7	7	7	7	7	7						
Finance and Purchasing	-	2	2	2	2	1	2						
Human Resources	-	-	-										
Information Technology	-	1	1	1	1	1	1						
Legal	-	-	-										
Economic & Community Dev	-	1	1	1	1	1	2						
Police	-	2	2	2	2	2	2						
Fire	-	1	1	1	1	2	2						
Public Works	-	-		1	2	14	13						
Total Temporary	7	16	15	16	17	29	30	-	-	-	-	-	-
Total City Staff Headcount	482	461	465	466	463	478	474	-	-	-	-	-	-

Note: Above report includes all City Staff, Full Time and Temporary W-2 EE's

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: Jun-24

	Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Full Time Staff													
Executive													
City Manager's Office & City Clerk	4	4	4	4	4	4	4						
Data & Communications	3	3	3	3	3	3	3						
Total	7	7	7	7	7	7	7	-	-	-	-	-	-
Transit													
Transit	10	11	11	11	11	11	11						
Facilities	2	1	1	1	1	1	1						
Total	12	12	12	12	12	12	12	-	-	-	-	-	-
Finance													
Finance	15	14	14	14	14	13	12						
Purchasing	2	1	2	2	2	2	2						
Utility Customer Service	7	7	7	7	7	7	7						
Total	24	22	23	23	23	22	21	-	-	-	-	-	-
Human Resources													
Information Technology													
Legal													
Economic & Community Devel													
Economic & Community Dev.	5	3	4	4	4	4	4						
Building Inspections	7	7	7	7	7	7	7						
Neighborhood Inspection	9	8	8	8	8	8	8						
Neighborhood Outreach	6	6	6	6	6	6	6						
Total	27	24	25	25	25	25	25	-	-	-	-	-	-
Public Safety													
Fire	108	106	105	105	103	102	102						
Police	161	149	148	148	147	152	150						
Total	269	255	253	253	250	254	252	-	-	-	-	-	-
Public Works													
PW Engineering Division	12	12	12	12	11	11	10						
Fleet Maintenance Division	8	8	8	8	8	8	8						
PW Municipal Services	46	43	44	44	43	42	43						
PW Administration	2	2	2	2	2	2	2						
Water Administration	3	2	2	2	1	1	1						
Water Lake Services	7	6	6	6	7	7	6						
Water Production South Plant	15	14	14	14	15	15	15						
Water Services Distribution	23	19	22	22	22	22	21						
Total	116	106	110	110	109	108	106	-	-	-	-	-	-
Total City Staffing	475	445	450	450	446	449	444	-	-	-	-	-	-
General Fund staffing													
General Fund staffing	400	383	385	385	380	383	380	-	-	-	-	-	-
Other Fund staffing	63	50	53	53	54	54	52	-	-	-	-	-	-
Total staffing	463	433	438	438	434	437	432	-	-	-	-	-	-

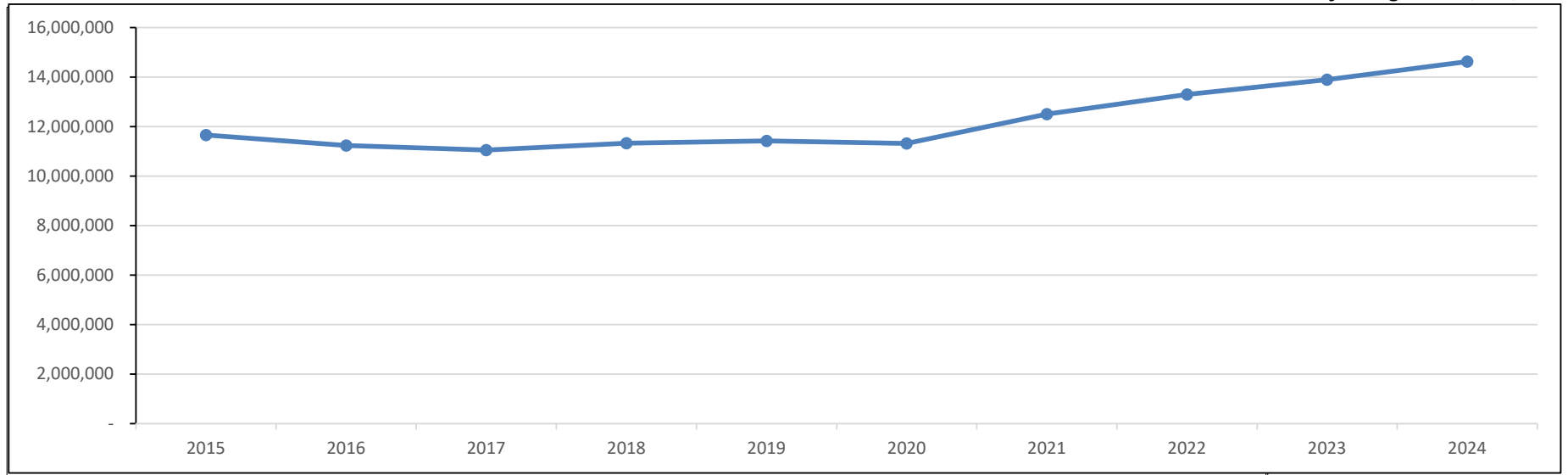
Note: Above report includes all Full Time W-2 EE's

STATE SALES TAX Projected Revenues

[Home](#)

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684	1,168,660	1,167,816
FEBRUARY	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,075,306	1,127,485	1,224,877
MARCH	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,269,776	1,289,943	1,360,748
APRIL	857,417	824,458	789,769	840,607	801,923	850,408	909,469	938,656	1,033,077	1,125,506
MAY	877,404	867,538	837,972	819,180	845,440	849,934	864,919	913,545	1,002,240	1,065,619
JUNE	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	1,149,425	1,144,522	1,238,496
JULY	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	1,135,529	1,152,092	1,201,755
AUGUST	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	1,182,257	1,222,864	1,276,408
SEPTEMBER	1,006,626	994,684	953,644	978,357	930,277	972,693	1,113,247	1,207,478	1,200,298	1,252,605
OCTOBER	991,641	933,239	891,372	943,494	979,187	974,990	1,069,252	1,042,274	1,154,653	1,204,457
NOVEMBER	1,003,087	962,595	934,414	991,142	967,297	940,548	1,087,116	1,178,594	1,242,689	1,297,322
DECEMBER	976,633	916,175	935,863	935,419	930,430	967,339	1,058,332	1,166,847	1,159,563	1,209,593

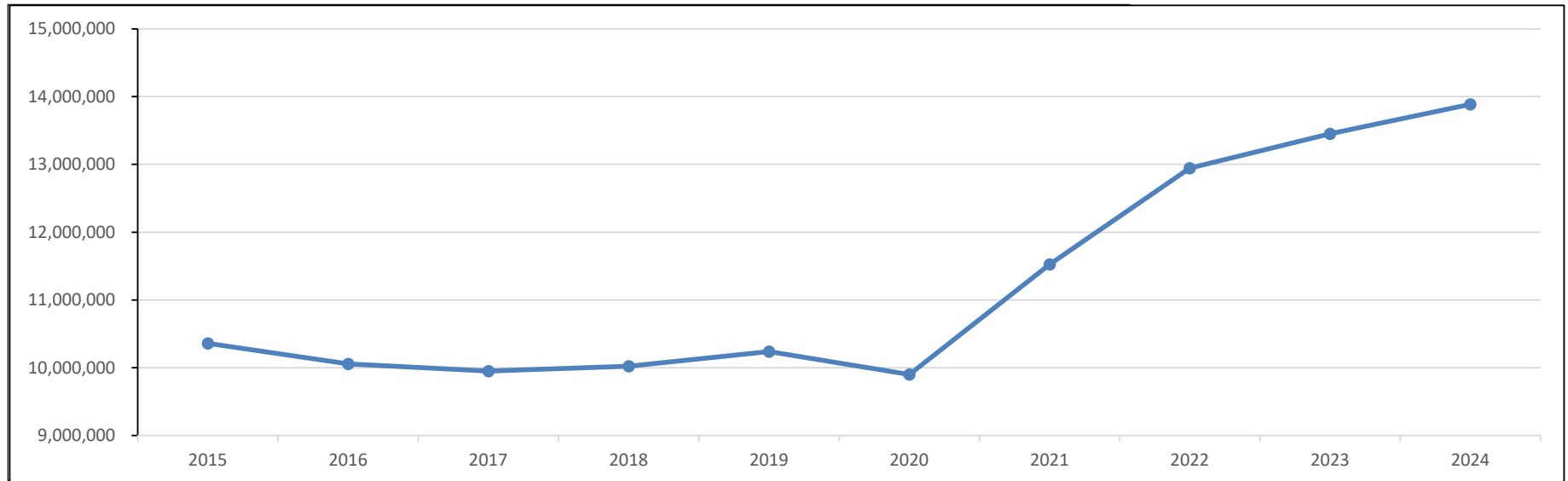
TOTALS	11,654,760	11,241,506	11,052,132	11,328,832	11,423,564	11,322,169	12,500,091	13,293,370	13,898,087	14,625,202
								Year in Play Budget		14,649,000



Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

LOCAL SALES TAX Projected Revenues

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	1,157,380	1,108,301
FEBRUARY	863,243	833,995	838,995	837,288	864,722	856,677	781,469	1,041,267	1,134,252	1,197,957
MARCH	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	1,201,515	1,246,328	1,276,139
APRIL	739,805	703,472	702,734	712,309	698,869	734,157	813,655	858,286	954,992	1,052,683
MAY	764,685	744,767	729,878	716,975	739,341	727,854	776,379	858,911	947,436	991,154
JUNE	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	1,112,269	1,063,989	1,152,207
JULY	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	1,094,284	1,106,303	1,133,629
AUGUST	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	1,170,493	1,174,733	1,204,697
SEPTEMBER	911,765	904,129	852,928	890,655	873,345	873,669	1,046,584	1,169,467	1,162,413	1,191,902
OCTOBER	875,986	822,711	779,788	836,215	868,200	865,615	1,013,580	1,099,159	1,103,324	1,130,535
NOVEMBER	882,605	854,078	835,747	866,834	875,836	819,660	1,048,702	1,201,140	1,299,459	1,318,917
DECEMBER	860,119	810,233	849,336	827,137	824,656	845,741	1,018,861	1,130,587	1,102,031	1,129,130
TOTALS	10,359,805	10,058,133	9,950,270	10,024,104	10,239,908	9,899,988	11,527,023	12,943,770	13,452,640	13,887,249
								Year in Play Budget	13,942,000	



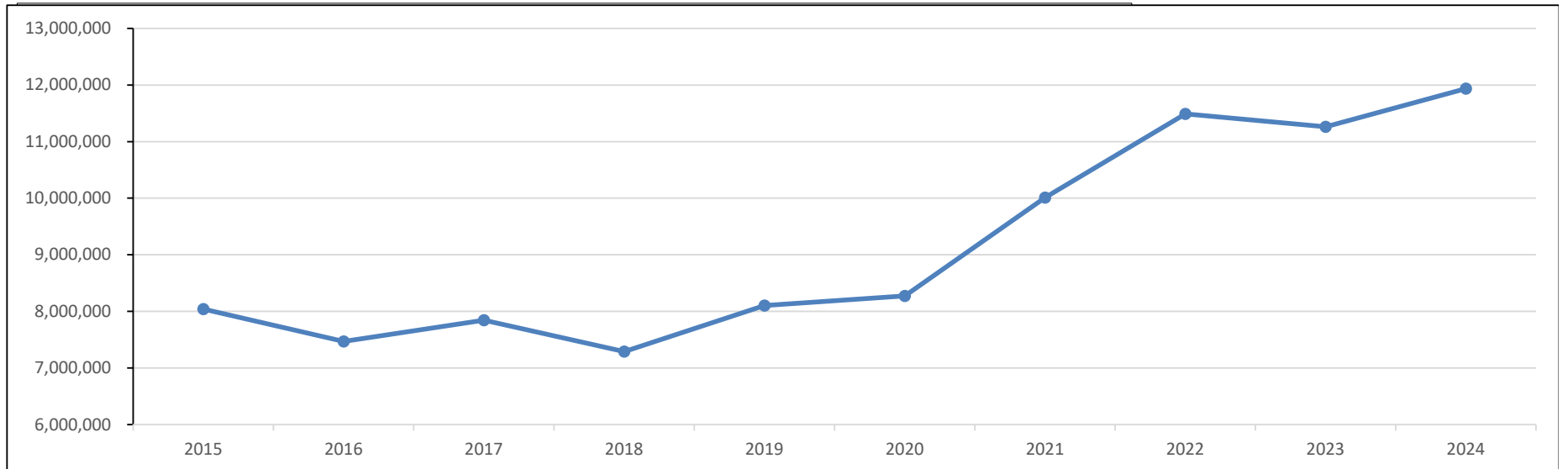
Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

State imposed 2% collection fee commenced 09/2017; 1.5% fee effective w SFY19

Projected Revenues STATE INCOME TAX

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	1,049,580	1,124,788
FEBRUARY	-	-	-	837,319	759,834	717,710	853,298	1,198,126	1,037,782	1,064,296
MARCH	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	519,319	614,640	691,752
APRIL	925,184	822,346	-	646,373	734,870	783,855	937,702	1,109,452	989,236	1,092,150
MAY	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	2,238,522	1,696,424	1,887,248
JUNE	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	657,580	795,466	808,845
JULY	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	1,110,107	1,059,801	1,098,497
AUGUST	566,667	496,310	698,009	478,694	511,760	1,032,080	566,126	571,768	696,542	721,975
SEPTEMBER	1,263,519	1,120,799	727,037	467,186	452,932	584,790	597,861	621,357	632,222	655,306
OCTOBER	-	-	599,068	726,093	808,115	846,827	1,086,453	1,137,578	1,222,083	1,266,705
NOVEMBER	441,918	450,551	450,852	522,953	527,420	572,208	622,816	720,354	823,188	853,245
DECEMBER	776,691	665,793	396,923	433,456	498,389	506,596	539,685	646,330	646,766	670,381

TOTALS	8,039,696	7,470,934	7,843,458	7,289,905	8,102,353	8,272,095	10,012,130	11,491,369	11,263,730	11,935,188
								Year in Play Budget		11,675,000



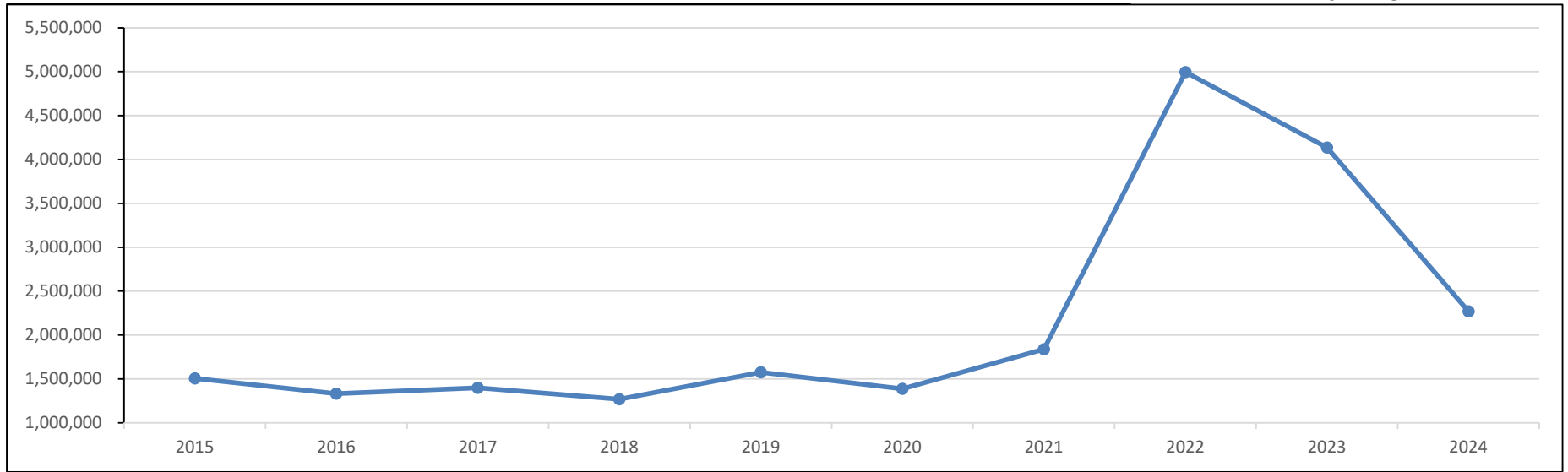
Schedule presents State LGDF distribution

State LGDF 10% distribution reduction commenced w SFY18 August 2017 distribution; distribution reduction of 5% effective for SFY19 and to present

Projected Revenues PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	202,878	195,051	217,463	143,616	153,006	226,930	238,599	489,253	699,404	410,703
FEBRUARY	717	-	-	-	-	-	-	-	-	-
MARCH	70,137	83,788	147,880	132,622	67,368	45,114	86,205	654,576	386,908	257,650
APRIL	364,335	271,921	352,780	260,085	301,619	311,508	402,800	743,040	551,668	173,481
MAY	293,618	219,695	227,189	269,213	365,884	199,155	519,099	997,471	893,076	403,600
JUNE	2,501	12,343	-	-	3,173	-	-	3,546	-	-
JULY	238,695	239,680	239,384	206,222	217,352	206,917	378,262	718,801	719,448	443,183
AUGUST	32,169	27,902	10,712	20,842	26,075	152,903	48,103	82,065	116,408	71,839
SEPTEMBER	2,356	4,554	-	-	-	-	26,897	21,828	-	-
OCTOBER	239,950	218,004	160,071	190,221	376,967	193,839	2,246	968,179	598,448	369,320
NOVEMBER	-	1,876	-	-	1,332	-	6,015	-	-	-
DECEMBER	58,604	58,514	42,179	46,033	62,824	50,168	131,241	317,059	170,202	139,503

TOTALS	1,505,959	1,333,328	1,397,658	1,268,855	1,575,600	1,386,533	1,839,468	4,995,818	4,135,561	2,269,277
								Year in Play Budget		3,339,000

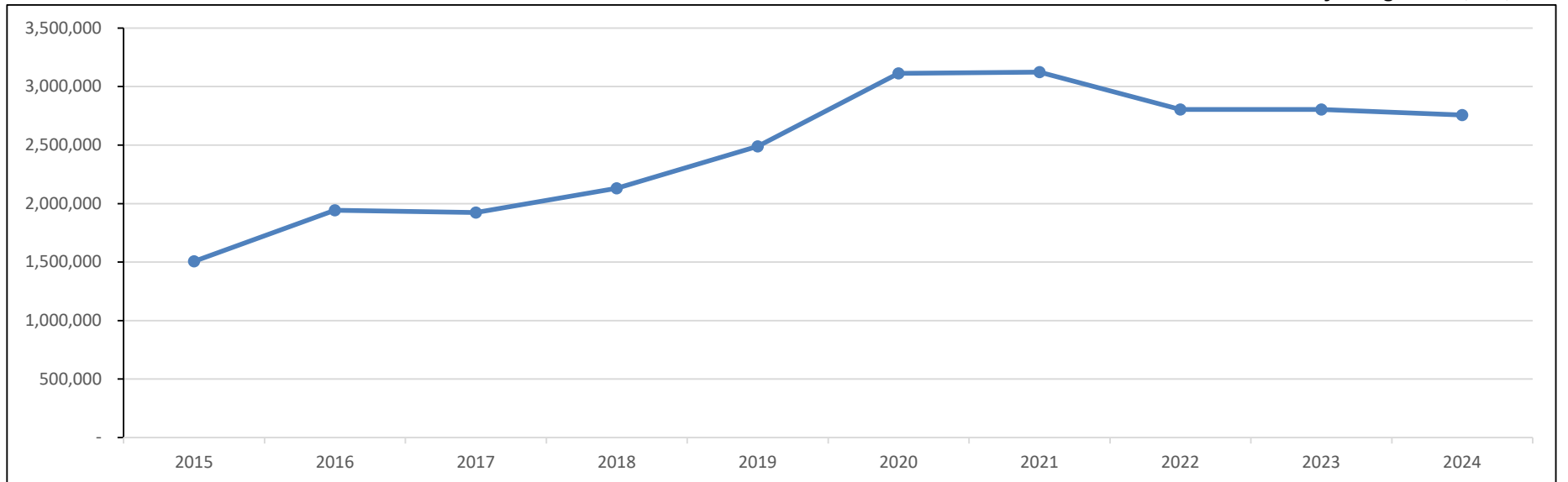


Schedule presents State distribution of PPRT. Recorded by City in city general fund (77.2%) and city library fund (22.8%) in accordance with state statutes

LOCAL USE TAX Projected Revenues

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	253,475	241,131
FEBRUARY	129,837	146,086	155,199	192,590	227,498	229,171	320,911	253,062	267,197	251,921
MARCH	196,801	208,903	241,170	243,593	275,101	314,455	452,845	320,769	323,206	292,406
APRIL	69,628	128,350	139,319	145,000	159,583	217,745	222,022	212,726	226,274	174,994
MAY	135,902	130,832	131,114	149,116	183,842	189,224	197,971	205,377	208,488	196,738
JUNE	143,287	153,738	170,503	180,080	208,996	240,704	253,092	240,875	257,890	238,999
JULY	140,649	149,743	146,418	157,169	197,817	254,820	229,947	192,903	215,778	231,749
AUGUST	133,971	145,710	147,521	171,381	198,672	283,392	211,651	219,932	213,410	229,206
SEPTEMBER	-	164,340	156,033	183,541	201,970	286,103	241,230	248,103	160,202	172,060
OCTOBER	-	130,791	149,381	178,049	207,636	289,306	224,653	216,541	225,763	242,473
NOVEMBER	-	142,584	158,864	169,331	198,926	275,488	237,138	224,900	214,136	229,985
DECEMBER	419,237	146,571	167,420	194,248	222,795	287,411	231,030	252,890	237,674	255,266

TOTALS	1,505,880	1,943,083	1,922,796	2,130,355	2,488,443	3,112,435	3,123,637	2,803,488	2,803,492	2,756,928
								Year in Play Budget		3,011,000



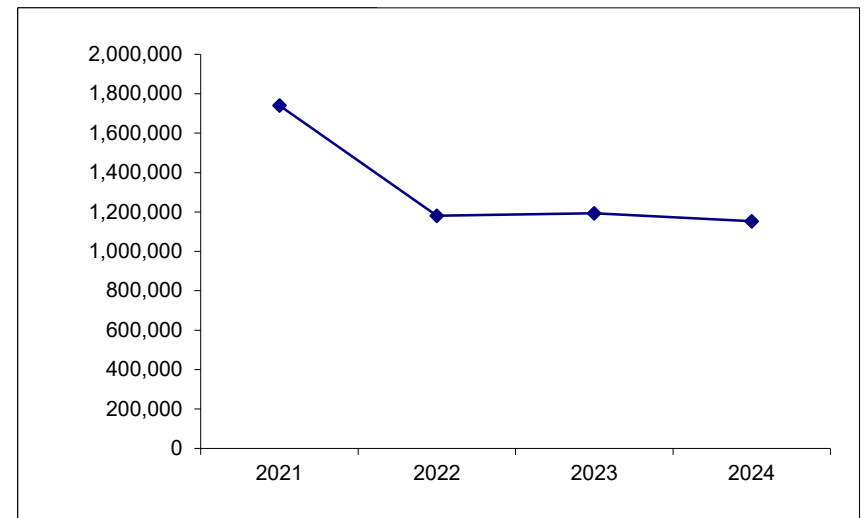
Schedule presents State distribution of Use Tax.

Projected Revenues

LOCAL TELEPHONE UTILITY TAX

MONTH	2021	2022	2023	2024
JANUARY	585,430	99,599	100,718	97,646
FEBRUARY	105,214	94,273	101,222	91,030
MARCH	97,810	97,801	121,496	93,389
APRIL	91,598	95,983	107,186	91,487
MAY	97,948	94,162	89,187	92,439
JUNE	129,008	97,606	93,766	95,386
JULY	101,474	95,378	89,855	91,574
AUGUST	111,428	98,967	94,549	96,358
SEPTEMBER	108,598	87,617	91,316	93,063
OCTOBER	103,735	116,632	91,984	93,744
NOVEMBER	105,524	99,450	114,953	117,152
DECEMBER	102,715	103,560	97,923	99,796

Current Budget **1,217,000**



LOCAL FOOD & BEVERAGE TAX

Projected Revenues

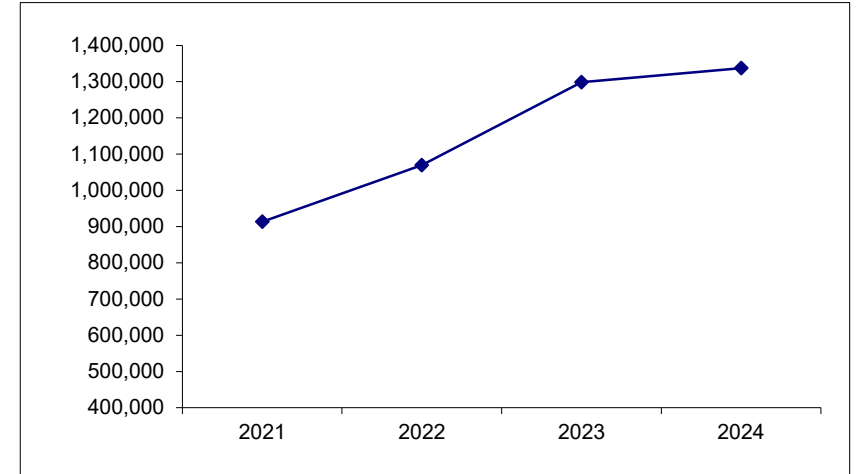
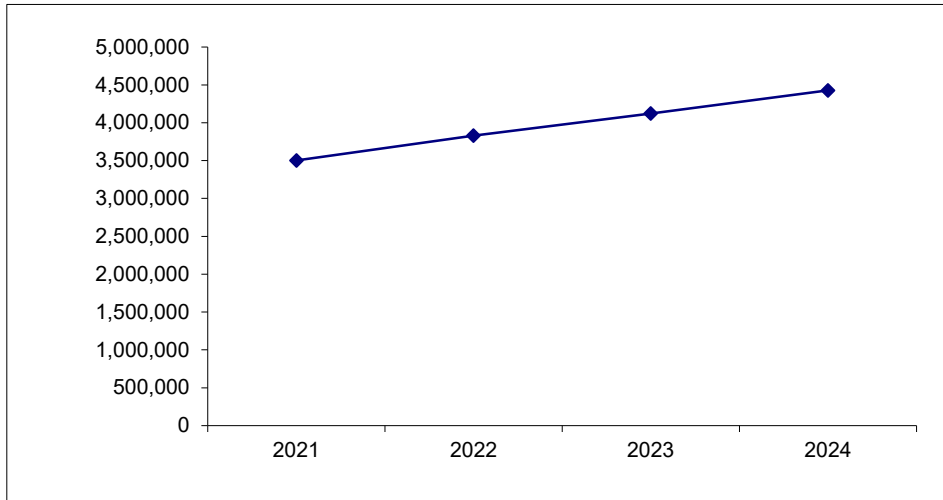
LOCAL HOTEL & MOTEL TAX

MONTH	2021	2022	2023	2024
JANUARY	259,733	325,939	349,168	365,811
FEBRUARY	237,003	268,346	310,308	304,849
MARCH	251,710	254,687	314,152	325,079
APRIL	316,741	328,645	344,283	369,792
MAY	302,025	320,770	356,811	351,781
JUNE	314,701	345,385	348,084	383,528
JULY	295,357	338,253	362,797	402,480
AUGUST	307,177	344,233	361,840	401,418
SEPTEMBER	345,458	318,028	356,626	395,634
OCTOBER	112,289	326,439	336,711	373,541
NOVEMBER	460,845	323,232	343,975	381,599
DECEMBER	299,194	333,647	335,562	372,266

TOTALS 3,502,233 3,827,604 4,120,318 4,427,779
Current Budget 4,571,000

MONTH	2021	2022	2023	2024
JANUARY	45,696	62,215	71,531	69,918
FEBRUARY	38,938	70,247	89,816	70,454
MARCH	46,068	65,323	74,851	64,019
APRIL	61,645	76,916	111,415	106,694
MAY	64,188	76,544	78,123	120,452
JUNE	80,612	95,446	114,607	132,888
JULY	82,463	104,261	112,386	114,602
AUGUST	96,057	91,208	124,206	126,654
SEPTEMBER	132,160	114,943	159,762	162,911
OCTOBER	39,548	101,643	142,033	144,833
NOVEMBER	147,855	120,882	116,698	118,999
DECEMBER	78,023	89,647	102,974	105,004

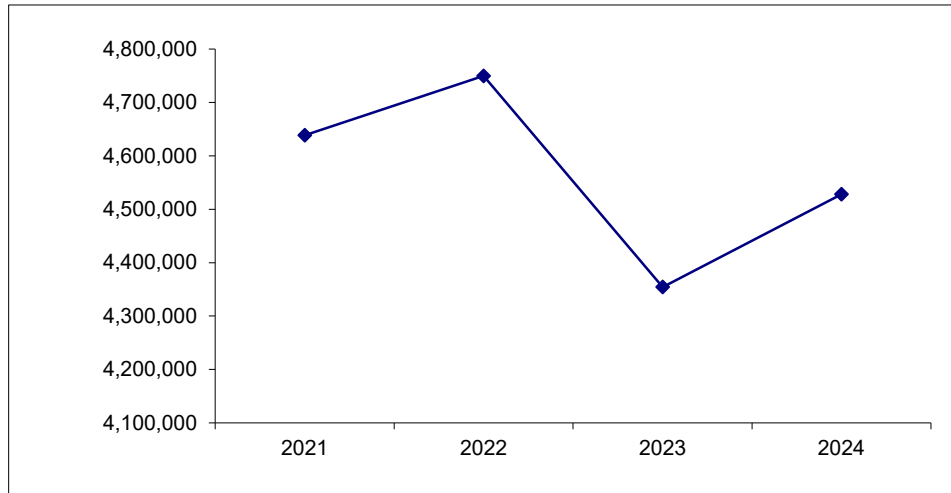
TOTALS 913,254 1,069,274 1,298,403 1,337,427
Current Budget 1,324,000



LOCAL UTILITY TAX (GAS & ELECTRIC)

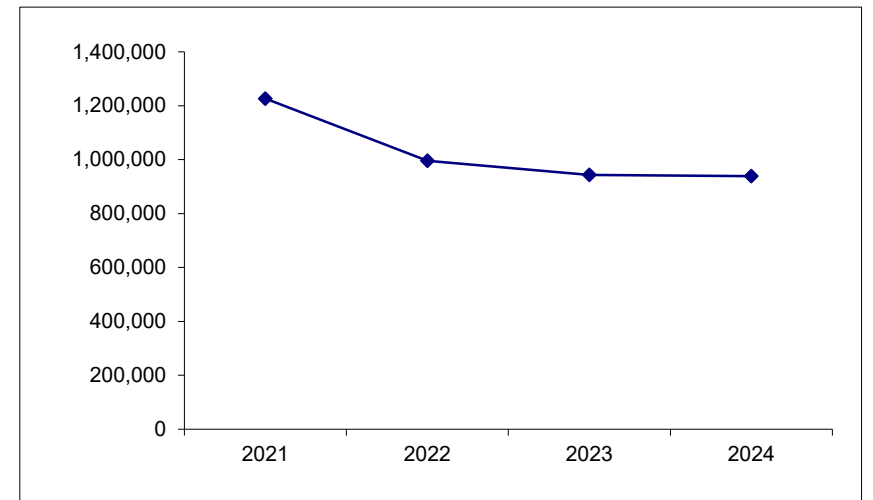
Projected Revenues

MONTH	2021	2022	2023	2024
JANUARY	387,338	451,232	494,772	-
FEBRUARY	-	-	511,814	410,027
MARCH	964,355	1,170,976	459,507	491,881
APRIL	406,775	453,756	411,867	848,133
MAY	369,203	376,488	357,677	379,750
JUNE	348,848	327,903	307,264	317,704
JULY	338,442	311,731	273,044	313,663
AUGUST	338,344	323,917	277,163	318,395
SEPTEMBER	375,057	323,685	319,748	367,315
OCTOBER	372,509	316,968	310,248	356,401
NOVEMBER	324,568	318,048	291,359	334,703
DECEMBER	413,270	375,073	339,785	390,332
TOTALS	4,638,709	4,749,776	4,354,248	4,528,304
			Current Budget	5,002,000



LOCAL CABLE TV TAX

MONTH	2021	2022	2023	2024
JANUARY	115,677	13,687	11,674	10,413
FEBRUARY	248,600	235,066	228,468	210,193
MARCH	-	-	-	-
APRIL	14,722	12,982	-	9,672
MAY	238,382	245,500	241,582	204,165
JUNE	-	-	-	-
JULY	-	-	10,736	11,736
AUGUST	252,130	254,979	224,680	245,598
SEPTEMBER	-	-	-	-
OCTOBER	-	-	10,312	11,272
NOVEMBER	254,330	233,712	215,736	235,821
DECEMBER	102,715	-	-	-
TOTALS	1,226,555	995,925	943,187	938,870
			Current Budget	1,031,000



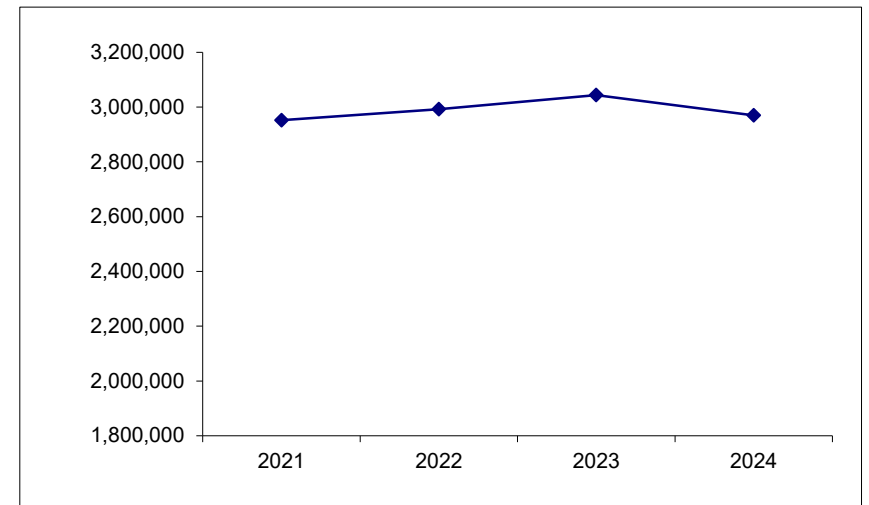
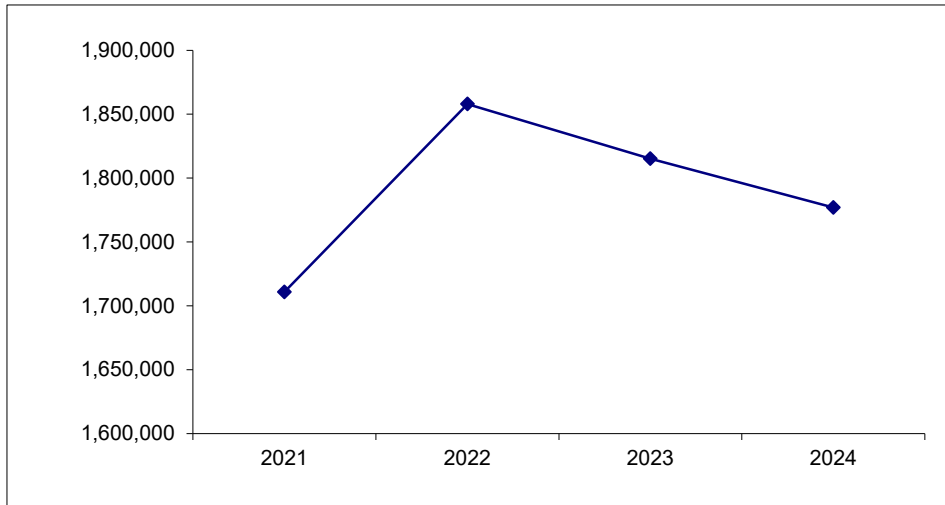
LOCAL MOTOR FUEL TAX

Projected Revenues

STATE MOTOR FUEL TAX

MONTH	2021	2022	2023	2024
JANUARY	137,973	155,334	154,093	127,282
FEBRUARY	116,174	146,251	142,970	155,267
MARCH	137,669	125,153	138,333	106,685
APRIL	141,621	142,456	150,252	157,234
MAY	143,395	147,235	147,736	147,473
JUNE	146,898	162,643	163,482	166,102
JULY	145,659	164,199	168,250	152,833
AUGUST	150,514	166,136	151,650	152,833
SEPTEMBER	151,331	173,019	154,583	152,833
OCTOBER	52,940	162,198	148,377	152,833
NOVEMBER	239,007	162,085	149,939	152,833
DECEMBER	147,717	151,229	145,591	152,833
TOTALS	1,710,898	1,857,939	1,815,258	1,777,044
			Current Budget	1,834,000

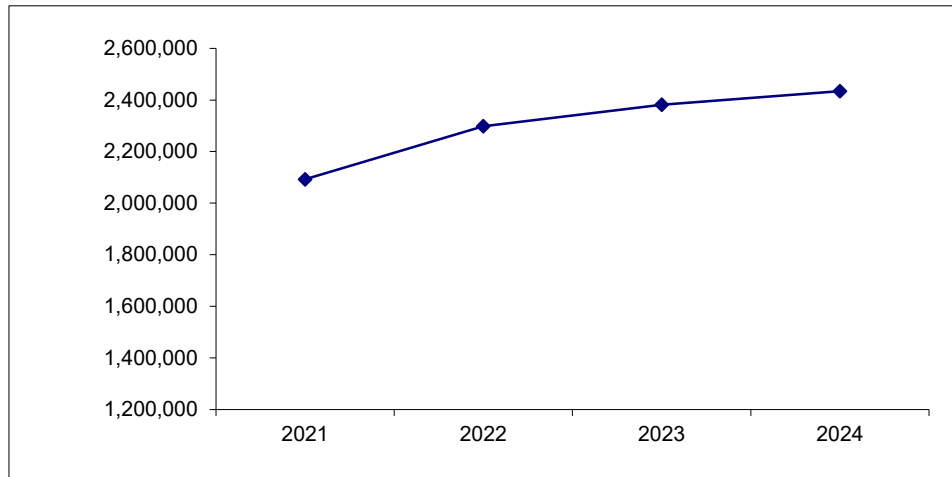
MONTH	2021	2022	2023	2024
JANUARY	252,696	283,072	275,250	275,245
FEBRUARY	220,266	258,944	220,663	235,090
MARCH	208,011	178,756	225,950	263,008
APRIL	215,526	253,405	219,333	230,465
MAY	250,786	255,437	250,551	253,637
JUNE	248,729	256,227	254,697	246,458
JULY	255,517	265,264	264,536	244,417
AUGUST	253,309	259,754	251,674	244,417
SEPTEMBER	274,663	249,395	262,001	244,417
OCTOBER	263,188	252,007	277,605	244,417
NOVEMBER	242,427	239,391	249,118	244,417
DECEMBER	267,134	240,655	292,462	244,417
TOTALS	2,952,253	2,992,307	3,043,839	2,970,402
			Current Budget	2,933,000



STATE VIDEO GAMING TAX

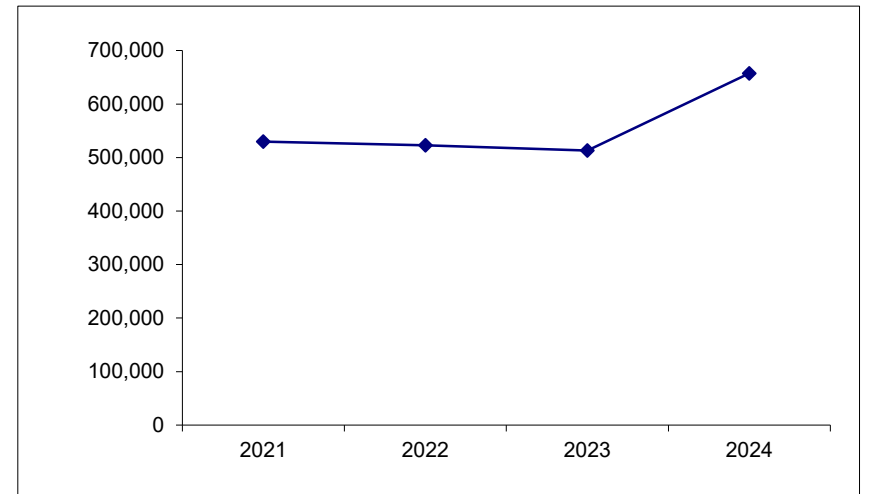
Projected Revenues

MONTH	2021	2022	2023	2024
JANUARY	85,531	186,950	187,712	186,224
FEBRUARY	-	194,055	194,632	196,329
MARCH	85,407	165,854	192,027	170,364
APRIL	176,056	170,074	196,183	196,168
MAY	257,275	230,570	233,599	226,183
JUNE	244,343	217,794	208,034	213,948
JULY	223,954	197,376	214,828	228,788
AUGUST	208,113	183,024	191,592	204,043
SEPTEMBER	217,309	190,168	196,948	209,747
OCTOBER	203,717	182,080	188,283	200,519
NOVEMBER	196,248	191,184	190,493	202,872
DECEMBER	194,733	189,255	186,923	199,071
TOTALS	2,092,686	2,298,383	2,381,255	2,434,255
			Current Budget	2,536,000



LOCAL LIQUOR LICENSE FEE

MONTH	2021	2022	2023	2024
JANUARY	3,989	-	-	2,556
FEBRUARY	-	6,010	250	2,547
MARCH	2,459	702	3,677	250
APRIL	2,018	-	100	-
MAY	194,556	288,825	143,125	266,825
JUNE	312,435	217,825	330,921	332,910
JULY	-	3,280	26,953	44,295
AUGUST	6,600	200	2,055	2,055
SEPTEMBER	3,593	600	400	400
OCTOBER	100	150	2,665	2,665
NOVEMBER	-	3,093	-	-
DECEMBER	3,807	1,914	2,900	2,900
TOTALS	529,556	522,599	513,047	657,404
			Current Budget	513,000



Police Department

DATE: 7/2/2024

MEMO: 24-24

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Shane Brandel, Chief of Police

SUBJECT: Purchase of Cellebrite Premium

SUMMARY RECOMMENDATION: It is the recommendation of staff that the resolution be approved.

BACKGROUND: See attached staff memo.

STAFF REFERENCE: Shane Brandel, Chief of Police, sbrandel@decaturil.gov, 217-424-2745.

BUDGET/TIME IMPLICATIONS: This purchase will be made primarily with a grant from the Heart of Illinois Community Foundation. The remaining amount will be covered by the Drug Fund.

ATTACHMENTS:

Description	Type
Staff Report	Executive Summary
Resolution Letter	Resolution Letter
Quote	Backup Material
Product summary	Backup Material

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members

From: Tim Gleason, City Manager
Shane Brandel, Chief of Police

Subject: Purchase of Cellebrite Premium 140 Unlocks & Unlimited Extraction Annual Subscription

BRIEFING ITEM

RECOMMENDED ACTION:

Approve by resolution the purchase of the Cellebrite Premium license for the Decatur Police Department.

BACKGROUND:

Today, virtually every criminal investigation involves digital evidence which is why the Decatur Police Department has personnel extensively trained in the extraction and analysis of digital data. The Decatur Police Department has utilized Magnet Forensics, LLC's GrayKey since 2018. Magnet Forensics, LLC developed GrayKey which is a mobile digital forensic access tool that extracts encrypted or inaccessible data from mobile devices. The Decatur Police Department is seeking approval to purchase an annual subscription for Cellebrite Premium. Cellebrite Premium is a competitor of GrayKey and is currently ahead of any other vendor in Android and iOS coverage.

In digital forensics, mobile devices often contain critical information vital to criminal investigations. Accessing data from various devices is crucial for these investigations. By obtaining GrayKey and Cellebrite Premium, the Decatur Police Department can perform more comprehensive and detailed data extractions, providing the Criminal Investigations Division access to critical evidence. Utilizing both tools is essential for resolving critical investigations swiftly and enhancing public safety in Decatur.

Currently, the Decatur Police Department has approximately 140 cellular phones waiting to be extracted and analyzed. At least 60 of these cellular phones are not supported by GrayKey. By obtaining Cellebrite Premium, it will help reduce the number of non-supported phones due to the company being ahead of any other vendor in Android and iOS coverage.

The annual subscription, purchased through Cellebrite Inc., for Cellebrite Premium 140 Unlocks & Unlimited Extractions, is \$36,350.00. \$35,000.00 is being funded through a Heart of Illinois Community Foundation grant while the remaining \$1,350.00 will be paid through the State Drug Fund line. The license would be valid for one year.

RESOLUTION NO. R2024-_____

**RESOLUTION AUTHORIZING THE PURCHASE OF CELLEBRITE PREMIUM FOR
THE DECATUR POLICE DEPARTMENT**

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

Section 1. That the quote presented to the City Council herewith from Cellebrite Inc regarding the purchase of the Cellebrite Premium license for the Decatur Police Department be, and the same 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 said payment on behalf of the City of Decatur to Cellebrite Inc in an amount not to exceed \$36,350.

PRESENTED, PASSED, APPROVED and RECORDED this 15th day of July, 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Cellebrite Inc.
8065 Leesburg Pike,
Suite T3-302
Vienna, VA 22182
USA

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
<http://www.cellebrite.com>

Quote

Quote#
Date:

Q-400114-1
Jun 26, 2024

Billing Information
Decatur Police Department (IL)
Accounts Payable
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523
United States

Delivery Information
Decatur Police Department
707 West Southside Drive
Decatur, IL 62522
United States

Contact: Scott Rosenbery
Phone: 2175191842

Wire To:
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Check Remittance (Only for NA):
Cellebrite Inc. ,
PO BOX 23551
New York, NY, 10087-3551

Contact:
Phone:

End Customer: Decatur Police Department (IL)

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00031225	Jul 26, 2024	Net 30	USD	Sean Leahy

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net PriceUnit	Net Price
B-PAAS-02-005	Premium as a Service Pro package	1	Jun 26, 2024	Jun 25, 2025		34,600.00	34,600.00
U-AIS-02-135	Premium aaS 140 Unlocks and Unlimited Extraction Annual Subscription	1	Jun 26, 2024	Jun 25, 2025		0.00	0.00
U-AIS-02-139	Premium as a Service End Point	3	Jun 26, 2024	Jun 25, 2025		0.00	0.00
U-AIS-02-105	Cellebrite Premium Adapter	3				0.00	0.00
U-TRN-03-038	In-Person/Virtual (CCPO) - Cellebrite Certified Premium Operator (2 days)	1	Jun 26, 2024	Jun 25, 2025		1,750.00	1,750.00

SubTotal	USD 36,350.00
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 36,350.00

Comments:

Terms and Conditions:

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.

- Quote is subject to regulatory approval.

- Freight Terms: FCA (NJ)
- Limited Warranty: Hardware:12 Months; Software:60 days; Touch Screen:30 days
- General: The following terms shall apply to any product at <http://legal.cellebrite.com/us/index.html>
- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>
- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at <https://legal.cellebrite.com/CB-us-us/index.html>
- Premium: The following terms shall apply only to Cellebrite Premium at <http://legal.cellebrite.com/intl/PremiumUS.htm>
- Pathfinder: The following terms apply to Cellebrite Pathfinder at <https://legal.cellebrite.com/PF-Addendum.htm>
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In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

Please indicate the invoice number when remitting payment

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above , and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: Decatur Police Department (IL)

Signature: _____

Effective Date: _____

Name (Print): _____

Title: _____

Please sign and email to Sean Leahy at sean.leahy@cellebrite.com

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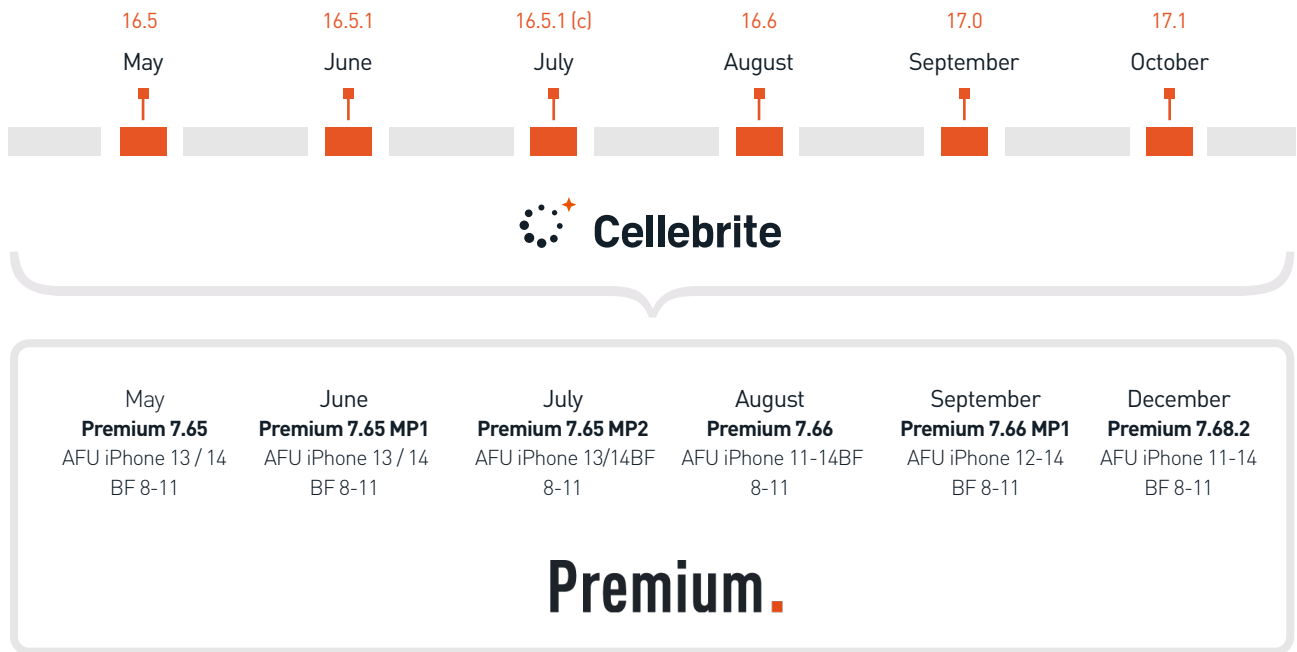
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-
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 - Contact Cellebrite globally at www.cellebrite.com/contact

Public Works

DATE: 7/3/2024

MEMO: 2024-105

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory –2943 Lakeland Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2943 Lakeland 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 2943 Lakeland Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2943 LAKELAND 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 Jerry W. Smith and Christine K. Smith, requesting that there be annexed to the City territory described as:

LOT THREE (3) IN BLOCK TWO (2) OF LAKELAND HEIGHTS, AS PER PLAT
RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE
OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-127-015

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 15th day of July 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Jerry W. Smith

Christine R. Smith

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2943 Lakeland Road, and legally described as follows:

LOT THREE (3) IN BLOCK TWO (2) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-127-015

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

Jerry W. Smith
Christine R. Smith

Jerry W. Smith
Christine R. Smith

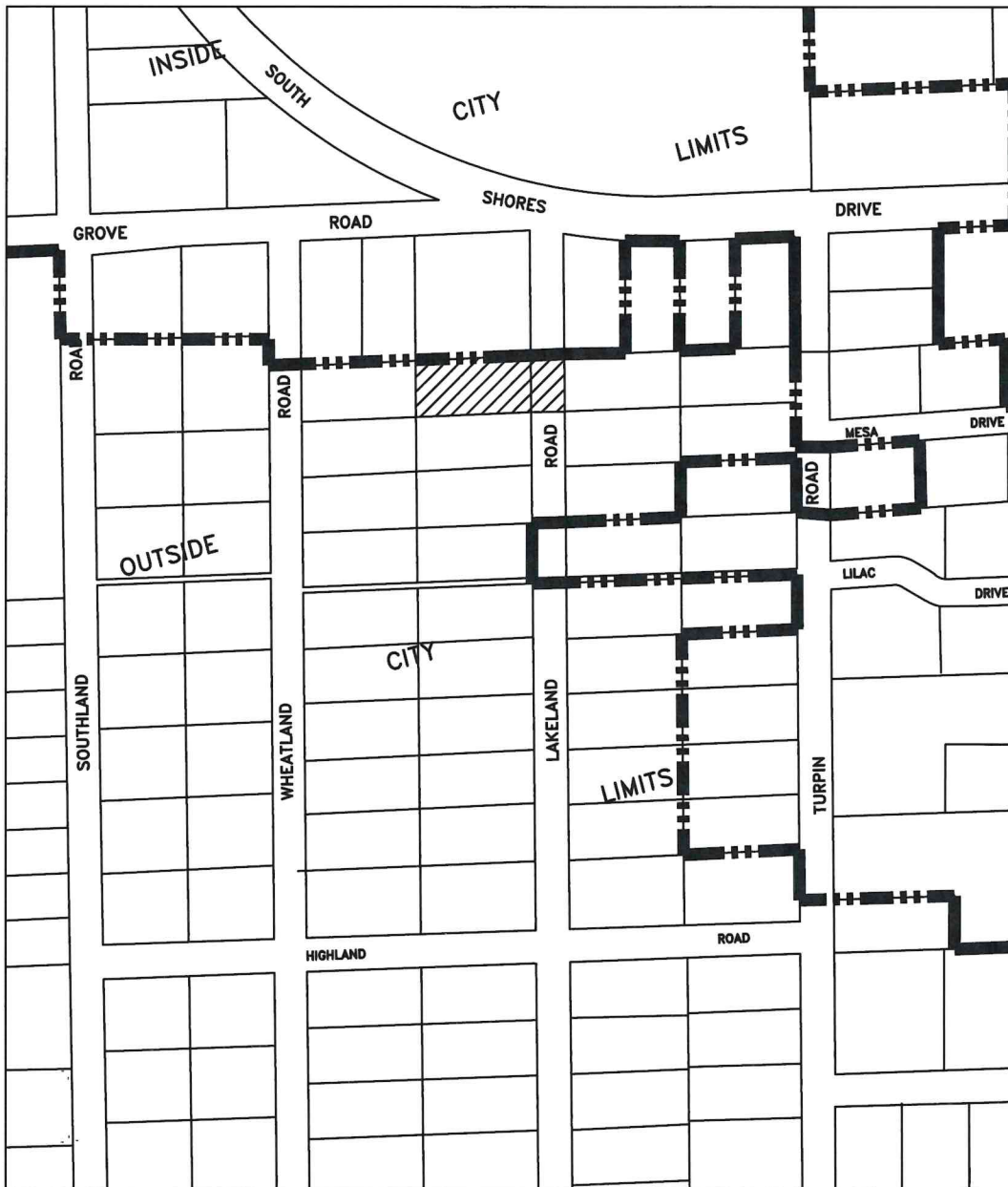
2943 Lakeland Rd. Decatur, IL.
2943 Lakeland Rd. Decatur, IL.

Signed and sworn to before me this 8 day of June, 2021



[Signature]
Notary Public

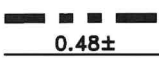
(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2943 LAKELAND ROAD



indicates territory annexed



indicates existing corporate limits

0.48± acres

AREA 0.00075± sq. miles

100± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 57 of 320

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

Public Works

DATE: 7/3/2024

MEMO: 2024-106

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory –3040 Turpin Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3040 Turpin Road be approved.

BACKGROUND:

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3040 Turpin Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3040 TURPIN ROAD**

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

THE SOUTH 125 FEET OF THE NORTH 250 FEET OF LOT SIX (6) OF LULU M. LEONARD ADDITION OF OUTLOTS TO THE CITY OF DECATUR, AS PER PLAT RECORDED IN BOOK 958, PAGE 121 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; ALSO A NON-EXCLUSIVE RIGHT TO USE A PRIVATE LANE FOR THE PURPOSE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 125 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 3 OF LULU M. LEONARD ADDITION OF OUTLOTS TO THE CITY OF DECATUR, AS PER PLAT RECORDED IN BOOK 958, PAGE 121 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, THENCE EAST 198.91 FEET. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-203-008

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 15th day of July 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Shawn Meadows

Sarah Meadows

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3040 Turpin Road, and legally described as follows:

THE SOUTH 125 FEET OF THE NORTH 250 FEET OF LOT SIX (6) OF LULU M. LEONARD ADDITION OF OUTLOTS TO THE CITY OF DECATUR, AS PER PLAT RECORDED IN BOOK 958, PAGE 121 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; ALSO A NON-EXCLUSIVE RIGHT TO USE A PRIVATE LANE FOR THE PURPOSE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 125 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 3 OF LULU M. LEONARD ADDITION OF OUTLOTS TO THE CITY OF DECATUR, AS PER PLAT RECORDED IN BOOK 958, PAGE 121 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, THENCE EAST 198.91 FEET. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-203-008

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

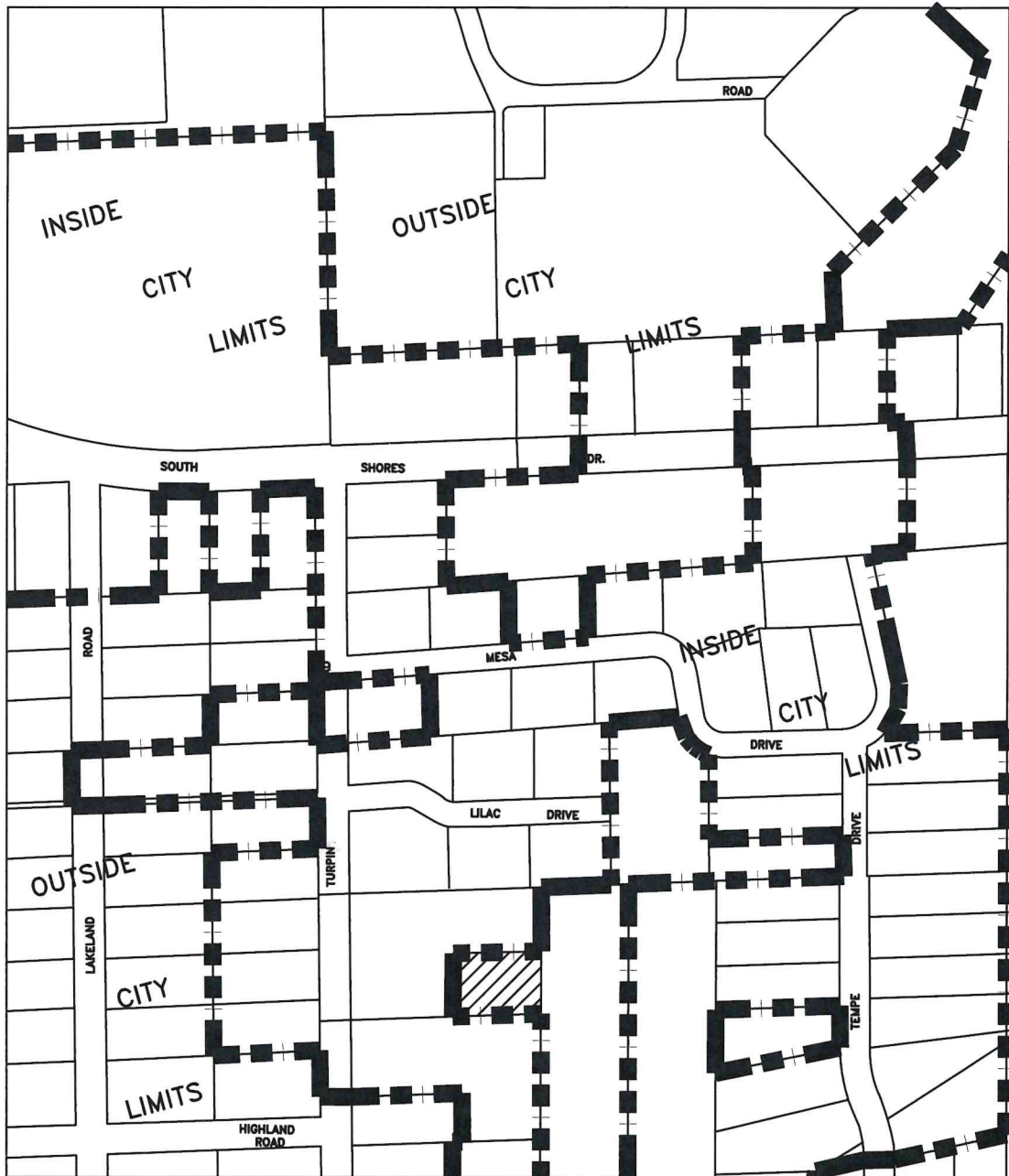
STREET ADDRESS, CITY, STATE

[Signature] Shawn Meadows 3040 Turpin Rd.
[Signature] Sarah Meadows Decatur, IL 62521

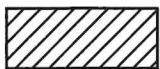
Signed and sworn to before me this 17th day of June, 2024



[Signature]
Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3040 TURPIN ROAD



indicates territory annexed



indicates existing corporate limits

0.44± acres

AREA 0.00068± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



2-3-24

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.

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 62 of 320

Public Works

DATE: 7/2/2024

MEMO: 2024-94

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT:

Resolution Authorizing a Consolidated Rail Infrastructure and Safety Improvement Grant Agreement for Construction Engineering Services for the Improvement of Brush College Road Over Faries Parkway and the Norfolk Southern Railroad Tracks

SUMMARY RECOMMENDATION:

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

1. **Resolution #1:** Resolution authorizing a grant agreement with the Federal Railroad Administration for a \$2 million Consolidated Rail Infrastructure and Safety Improvement (CRISI) Grant for Construction Engineering Services for the Brush College/Faries Parkway Grade Separation Project.
2. **Resolution #2:** Resolution authorizing a grant agreement with the Federal Railroad Administration for a \$16 million Railroad Crossing Elimination (RCE) Grant for the Construction of the Brush College/Faries Parkway Grade Separation Project.

BACKGROUND:

Bids were opened by the Illinois Department of Transportation (IDOT) for the Brush College Road Grade Separation Project on June 16, 2023. The project was awarded to a joint venture of William Charles Construction Company and White Construction for their bid price of \$68,927,124. The overall construction project is being managed by IDOT with day-to-day inspection by the City with assistance from AECOM through a Construction Engineering agreement. The project is currently about 25% completed.

In the joint City-State agreement amendments approved by Council on June 17, it was noted that the City was obligated to spend just under \$20 million toward the completion of the project. The two agreements proposed for approval make up \$18 million of that obligation. The Norfolk Southern Railway Company has agreed to offset \$1 million of that cost, leaving just under \$1 million for the City to fund. City funding includes State Motor Fuel Tax, Water, and Storm Water

funds.

SCHEDULE: DESIGN AND CONSTRUCTION:

The project began in October 2023 and the total estimated time of construction is 36 months. The contractor has currently closed Brush College Road south of Faries Parkway and is constructing the jug handle portion of the project along with the various other street additions. This street work must be completed before Brush College north of Faries Parkway is closed to begin construction of the bridge portion of the project later this fall.

PRIOR COUNCIL ACTION:

See Appendix A for prior Council action on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Illinois Department of Transportation

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: City funding is budgeted in the State Motor Fuel Tax Fund, the Water Fund, and the Storm Water Fund.

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

ATTACHMENTS:

Description	Type
Resolution Authorizing a Consolidated Rail Infrastructure and Safety Improvement Grant Agreement for Construction Engineering Services for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks	Resolution Letter
Appendix A	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A CONSOLIDATED RAIL INFRASTRUCTURE AND
SAFETY IMPROVEMENT GRANT AGREEMENT FOR CONSTRUCTION
ENGINEERING SERVICES FOR THE IMPROVEMENT OF BRUSH COLLEGE ROAD
OVER FARIES PARKWAY AND THE NORFOLK SOUTHERN RAILROAD TRACKS
CITY PROJECT 2009-33**

WHEREAS, the City of Decatur endeavors to improve a segment of Brush College Road by construction of a grade separation at Faries Parkway,

WHEREAS, the cost of said improvement has necessitated the use of Federal funds, and;

WHEREAS, the Federal fund source is through a Consolidated Rail Infrastructure and Safety Improvement Grant, administered by the Federal Railroad Administration, which requires a match of non-federal funds, and;

WHEREAS, the Federal funding requires a Grant Agreement with the Federal Railroad Administration.

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

Section 1. That the City Council of the City of Decatur, Illinois authorizes Grant Agreement Number 69A36524420080CCDIL for Two Million Dollars (\$2,000,000) in Consolidated Rail Infrastructure and Safety Improvement Grant Funds for Construction Engineering services for the aforementioned project known as City Project 2009-33.

Section 2. That the Director of Public Works is hereby, authorized and directed to execute the above-mentioned Grant Agreement in GrantSolutions and any other such documents related to the advancement and completion of said project, hereto attached as Exhibit A.

PRESENTED and ADOPTED this 15th day of July 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



U.S Department of Transportation

Federal Railroad Administration

Grant Agreement

1. RECIPIENT NAME AND ADDRESS

1 Gary K Anderson Plz
Decatur, IL 62523-1005

2. AGREEMENT NUMBER:

3. AMENDMENT NO.

4. PROJECT PERFORMANCE PERIOD: FROM TO

5. FEDERAL FUNDING PERIOD: FROM TO

1A. IRS/VENDOR NO.

1B. UEL HCL3MP6L8XV5 1C. DUNS.

6. ACTION New

7. CFDA#:

TITLE

FEDERAL

NON-FEDERAL

TOTAL

8. PROJECT TITLE

City of Decatur Brush College Road - Faries Parkway Grade
Separation Project

9. PREVIOUS AGREEMENTS

0.00

0.00

0.00

10. THIS AGREEMENT

2,000,000.00

506,203.00

2,506,203.00

11. TOTAL AGREEMENT

2,000,000.00

506,203.00

2,506,203.00

12. INCORPORATED ATTACHMENTS

THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

General Terms and Conditions, Attachment 1; Project Specific Terms and Conditions, Attachment 2; Exhibits, Attachment 3

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT

Infrastructure Investment and Jobs Act, Pub. L. 117-58 (November 15, 2021); 49 U.S.C. § 22907 / Consolidated Appropriations Act, 2022, Public Law No. 117-103 (March 15, 2022)

14. REMARKS

GRANTEE ACCEPTANCE

AGENCY APPROVAL

15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

17. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL

16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL

16A. DATE

18. SIGNATURE OF AUTHORIZED FRA OFFICIAL

18A. DATE

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41010

20. ORGANIZATION CODE: 9000000000

21. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER

FUND

BY

BPAC

AMOUNT

69A36524420080CCDIL

AWARD ATTACHMENTS

CITY OF DECATUR

69A36524420080CCDIL

1. General Terms and Conditions, Attachment 1
2. Project Specific Terms and Conditions, Attachment 2
3. Exhibits, Attachment 3

Attachment 1

GENERAL TERMS AND CONDITIONS

Revision Date: February 15, 2024

General Terms and Conditions

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ATTACHMENT 1

This Grant Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the Recipient identified in Attachment 2: Project-Specific Terms and Conditions. This Agreement, including the Agreement cover sheet, this Attachment 1, Attachment 2, and Exhibits A–C, constitutes the entire Agreement between FRA and the Recipient regarding the Project as defined in Attachment 2. All prior discussions and understandings concerning the scope and subject matter of this agreement are superseded by this Agreement.

This Agreement is governed by and subject to 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the U.S. Department of Transportation (USDOT) implementing regulations at 2 C.F.R. part 1201.

ARTICLE 1: TERMS AND CONDITIONS

1.1 General Terms and Conditions

This Attachment 1: General Terms and Conditions, is part of the Agreement between FRA and the Recipient. This Attachment 1 contains the standard terms and conditions governing the administration of this Agreement and the execution of the Project. The General Terms and Conditions incorporate by reference the information contained in Attachment 2 and the Exhibits to this Agreement.

1.2 Project-Specific Terms and Conditions

Attachment 2: Project-Specific Terms and Conditions, is part of the Agreement between FRA and the Recipient. Attachment 2 contains Project-Specific Terms and Conditions, which may include special terms and conditions.

1.3 Program-Specific Clauses

Article 26 of this Attachment 1 contains the applicable program-specific clauses. The Recipient will comply with the program-specific clauses below that are associated with the grant program identified in Attachment 2 of this Agreement. In the event that the Recipient's grant is not authorized under a program listed below, Article 26 does not apply.

(a) For Projects funded under the Interstate Rail Compacts program (49 U.S.C. § 22910), the Recipient will comply with the program-specific clauses in Article 26.1.

(b) For Projects funded under the Railroad Crossing Elimination program (49 U.S.C. § 22909), the Recipient will comply with the program-specific clauses in Article 26.2.

(c) For Projects funded under the Consolidated Rail Infrastructure and Safety Improvements program (49 U.S.C. § 22907), the Recipient will comply with the program-specific clauses in Article 26.3.

(d) For Projects funded under the Restoration and Enhancement program (49 U.S.C. § 22908), the Recipient will comply with the program-specific clauses in Article 26.4.

(e) For Projects funded under the Federal-State Partnership for Intercity Passenger Rail program (49 U.S.C. § 24911) and Federal-State Partnership for State of Good Repair (as authorized in Sections 11103 and 11302 of the Passenger Rail Reform and Investment Act of 2015 (Title XI of the Fixing America's Surface Transportation (FAST) Act, Pub. L. No. 114-94 (2015))), the Recipient will comply with the program-specific clauses in Article 26.5.

1.4 Exhibits

Exhibits A–C are part of the Agreement between FRA and the Recipient. The Recipient will comply with Exhibits A–C.

ARTICLE 2: FRA ROLE AND RESPONSIBILITIES

2.1 FRA Role

(a) FRA is responsible for funding disbursements to the Recipient under this Agreement. FRA will also conduct oversight and monitoring activities to assess Recipient progress against established performance goals and to assess compliance with terms and conditions, including the Statement of Work and other requirements of this Agreement.

(b) If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Recipient in Project activities.

(c) If this award is made as a Grant, FRA will not have substantial programmatic involvement.

2.2 FRA Professional Staff

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate. FRA professional staff may include the following:

(a) Financial Analyst. The Financial Analyst will serve as the Recipient's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring.

(b) Grant Manager. The Grant Manager will serve as the Recipient's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Project Manager to facilitate effective Project delivery.

(c) Project Manager. The Project Manager will serve as the Recipient's point of contact for the technical aspects of Project delivery. The Project Manager coordinates Project deliverable review, provides technical assistance to the Recipient, and generally assesses Project progress and performance.

ARTICLE 3: RECIPIENT ROLE

3.1 Representations and Acknowledgments on the Project

(a) The Recipient represents that:

- (1) all material statements of fact in the Application were accurate when the Application was submitted and now; and
- (2) the Recipient read and understands the terms and conditions in Attachment 1 and Attachment 2 of this Agreement, the applicable program-specific clauses in Article 26 of this Attachment 1, and the information and conditions in the Exhibits.

(b) The Recipient acknowledges that:

- (1) the terms and conditions impose obligations on the Recipient and that the Recipient's non-compliance with the terms and conditions may result in remedial action, including terminating the Agreement, disallowing costs incurred for the Project, requiring the Recipient to refund Federal contributions to FRA, and reporting the non-compliance in the Federal-government-wide integrity and performance system. Recipient acknowledges that the terms and conditions impose such obligations on the Recipient whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.
- (2) The Recipient acknowledges that the requirements of this Agreement apply to the entire Project, including Project costs satisfied from sources other than Agreement Federal Funds.

(c) By entering into this Agreement with FRA, the Recipient agrees to comply with the terms and conditions in Attachment 1 and Attachment 2, including applicable program-specific clauses in Article 26 of this Attachment 1, Exhibits A–C, and all applicable Federal laws and regulations, including those identified in this Agreement. The Recipient will ensure compliance with all terms of this Agreement and all of its parts for all tiers of subawards and contracts under this Agreement, as appropriate. The Recipient understands that the terms and conditions of this Agreement apply regardless of whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.

3.2 Representations on Authority and Capacity

The Recipient represents that:

- (a) it has the legal authority to receive Federal financial assistance under this Agreement;
- (b) it has the legal authority to complete the Project;
- (c) all representations and warranties made in the Federal System for Awards Management (SAM.gov) and in the Application are true and correct;

- (d) it has the capacity, including legal, technical, institutional, managerial, and financial capacity, to comply with its obligations under this Agreement and complete the Project;
- (e) the Non-Federal Funds listed in Article 6 of Attachment 2 of this Agreement are committed to fund the Project;
- (f) it has sufficient funds available to ensure that equipment and infrastructure funded under this Agreement will be operated and maintained in compliance with this Agreement and applicable Federal law;
- (g) it has sufficient funds available to ensure that operations funded under this agreement are conducted in compliance with this Agreement and applicable Federal law; and
- (h) the individual executing this agreement on behalf of the Recipient has the legal authority to enter this Agreement and make the statements and certifications in this Agreement on behalf of the Recipient.

3.3 FRA Reliance

The Recipient acknowledges that:

- (a) FRA relied on statements of fact in the Application and SAM.gov to select the Project to receive this award;
- (b) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient and the Project are eligible to receive financial assistance under this Agreement;
- (c) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient has the legal authority to implement the Project; and
- (d) FRA relied on statements of fact in both the Application and this Agreement to establish the terms of this Agreement; and
- (e) FRA's selection of the Project to receive this award may have prevented awards to other eligible applicants.

3.4 Project Delivery

- (a) The Recipient will implement and complete the Project to FRA's satisfaction under the terms of this Agreement.
- (b) The Recipient will ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

3.5 Rights and Powers Affecting the Project

- (a) The Recipient will not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this Agreement without written approval of FRA.

(b) The Recipient will act promptly, in a manner acceptable to FRA, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this Agreement.

3.6 Notification of Changes to Key Personnel

The Recipient will notify the FRA Grant Manager in writing within 30 days of any change in key personnel who are identified in the Application, which may require an amendment to this Agreement.

ARTICLE 4: AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount

Under this Agreement, FRA awards a Grant to the Recipient in the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.2 Federal Obligations

This Agreement obligates for the budget period the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.3 Maximum Funding Amount

This Agreement funds the Project at the lesser amount of the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement, or the FRA maximum contribution percentage of the total Project cost identified in Article 6.5 of Attachment 2 of this Agreement.

4.4 Budget Period

The budget period for this award begins on the date of this Agreement and ends on the end date that is listed in Section 5 on the Agreement cover sheet. In this Agreement, "budget period" is used as defined at 2 C.F.R. § 200.1.

4.5 Period of Performance

The Period of Performance for this award is listed in Section 4 on the Agreement cover sheet. In this Agreement, "Period of Performance" is used as defined at 2 C.F.R. § 200.1.

ARTICLE 5: STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement

The Recipient will notify the FRA Grant Manager and Project Manager by electronic correspondence within 30 days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project, including change in authority. In that notification, the Recipient will describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this Section 5.1 is separate from any requirements under this Article 5 that the Recipient request an amendment to this Agreement.

5.2 Scope and Statement of Work Changes

If the Project's activities differ from the activities described in Article 4 of Attachment 2 of this Agreement, then the Recipient will notify FRA in writing of the change, which may require an amendment to this Agreement.

5.3 Schedule Changes

If one or more of the following conditions are satisfied, then the Recipient will request an amendment to this Agreement to update the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement:

- (a) a completion date for the Project or a component of the Project is listed in the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed;
- (b) a schedule change would require the budget period to continue after the end of the budget period defined in Section 4.4; or
- (c) a schedule change would require the Period of Performance to continue after the end of the Period of Performance defined in Section 4.5. The Recipient must submit requests to extend the Period of Performance not later than 90 days before the end of the Period of Performance.

For other schedule changes, the Recipient will notify the Grant Manager in writing.

5.4 Budget Changes

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this Agreement to complete the Project;
 - (2) any additional funds the Recipient contributes to complete the Project are subject to the requirements of this Agreement in the same manner as the Non-Federal Funds identified in Article 6.5 of Attachment 2 of this Agreement; and
 - (3) FRA will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient will notify FRA in writing if the total Project cost, as described in Table 6-A of Attachment 2 of this Agreement, amount increases, which may result in an amendment to this Agreement.
- (c) The Recipient will notify FRA in writing if the Non-Federal Funds amount decreases, which may result in an amendment to this Agreement.
- (d) For all other budget changes, the Recipient will follow the applicable procedures and document the changes in writing.

5.5 Project Cost Savings

(a) If there are Project Cost Savings, then the Recipient may notify FRA in writing of its intent to include in the Project and complete with the Project Cost Savings the additional activities within the scope of this award that are specified in the Additional Task(s) in Article 4 of Attachment 2 of this Agreement. The Recipient will complete the Additional Task(s) after FRA provides a written approval. An amendment to this Agreement is not required to proceed with the Additional Task(s).

(b) If there are Project Cost Savings, and there are not Additional Task(s) identified in Article 4 of Attachment 2 of this Agreement, then the Recipient may propose a new task that is within the scope of this award and request an amendment to add the new task to this Agreement and complete it with Project Cost Savings.

(c) In this Agreement, “**Project Cost Savings**” means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA’s satisfaction, the actual Project costs are less than the estimated total Project costs. There are no Project Cost Savings prior to completion of the Project or if the actual costs to complete the Project are equal to or greater than the total Project cost listed in Section 6.5 of Attachment 2 of this Agreement.

(d) If there are Project Cost Savings and either the Recipient does not make a proposal or FRA does not accept the Recipient’s proposal under (a) of this Section 5.5, then:

(1) The Recipient will provide written notice to FRA and reduce the Federal Share by the Project Cost Savings, which may result in an amendment to this Agreement; and

(2) If the reduced Federal Share reduces this award and the Recipient received reimbursed costs exceeding the appropriate amount under the reduced award, the Recipient will refund the difference between the reimbursed costs and the reduced award.

(e) In this Agreement, “Federal Share” means the sum of the Agreement Federal Funds and Other Federal Funds amounts that are identified in the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement.

(f) The Recipient acknowledges that amounts that are required to be refunded under this Section constitute a debt to the Federal Government that FRA may collect under 2 C.F.R. § 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

5.6 FRA Acceptance of Changes

FRA may accept or reject changes requested under this Article 5, and in doing so may elect to consider only the interests of the grant program and FRA. The Recipient acknowledges that any request under this Article 5 does not amend, modify, or supplement this Agreement unless FRA

accepts the request and the parties amend this Agreement under Section 15.1 of this Attachment 1.

ARTICLE 6: GENERAL REPORTING TERMS

6.1 Alternative Reporting Methods

FRA may establish processes for the Recipient to submit reports required by this Agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient will use the processes required by FRA.

6.2 Paperwork Reduction Act Notice

Under 5 C.F.R. § 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (OMB). Notwithstanding any other term of this Agreement, the due date for any information collections required under this Agreement, including the reporting requirements in Articles 7 and 8, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

ARTICLE 7: PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications

(a) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a complete FRA Form 34¹ Quarterly Project Progress Report and Recertification that contains, for the previous quarter:

- (1) a certification that the Recipient is in compliance with 2 C.F.R. § 200.303 (Internal Controls) and 2 C.F.R. part 200, Subpart F (Audit Requirements);
- (2) the certification required under 2 C.F.R. § 200.415(a); and
- (3) a certification that the Recipient is complying with any environmental mitigation commitments and Section 106 compliance obligations.

If the date of this Agreement is in the final month of a quarter, then the Recipient will submit the first Quarterly Project Progress Report and Recertification in the quarter that begins after the date of this Agreement.

(b) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a Federal Financial Report (SF-425) covering the previous quarter.

¹ FRA Form 34 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>

7.2 Final Progress Reports and Financial Information

No later than 120 days after the end of the Period of Performance, the Recipient will submit:

- (a) a final Quarterly Project Progress Report and Recertification in the format and with the content described in Section 7.1(a) of this Attachment 1 for each Quarterly Project Progress Report and Recertification;
- (b) a final SF-425 through GrantSolutions;
- (c) a Final Performance Report FRA Form 33 as provided by FRA²; and
- (d) any other information required under FRA's award closeout procedures.

7.3 Real Property Reporting

The Recipient will comply with the reporting obligations in 2 C.F.R. § 200.330, as directed by FRA.

ARTICLE 8: PERFORMANCE MEASUREMENT AND REPORTING

8.1 Baseline Performance Measurement

Within one year before the start of work on the Project, the Recipient will collect baseline data for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement. Within six months of the start of the Period of Performance, the Recipient will submit to FRA a Baseline Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure. The Recipient will also provide FRA access to the data collected in machine-readable format.

8.2 Post-Project Performance Measurement

For each performance measure that is listed in Article 7 of Attachment 2 of this Agreement, the Recipient will collect data and submit to FRA a Post-Project Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure, at the frequency and for the duration identified in Article 7 of Attachment 2 of this Agreement. The Recipient will also provide FRA access to the data collected in machine-readable format. If an external factor affects a performance measure, the Recipient will identify that external factor in the Post-Project Performance Measurement Report and discuss the external factor's influence on the performance measure. In the Post-Project Performance Report, the Recipient will compare the actual project performance against the pre-project (baseline) performance and expected post-project performance as described in Table 7-A of Attachment 2 of this Agreement.

²FRA Form 33 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>

8.3 Project Outcomes Report

Where indicated in Article 7 of Attachment 2 of this Agreement, the Recipient will submit to FRA, not later than January 31st of the year that follows the final year during which data were collected, a Project Outcomes Report that contains:

- (a) an analysis of the impacts of the Project, including a comparison of the baseline performance measurement data collected under Section 8.1 of this Attachment 1 with the post-project performance measurement data that the Recipient reported in the final Post-Project Performance Measurement Report required under Section 8.2 of this Attachment 1;
- (b) for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement, an analysis of the accuracy of the projected outcome; and
- (c) all data collected under Sections 8.1 and 8.2 of this Attachment 1;
- (d) additional information as directed.

8.4 General Performance Measurement Requirements

The Recipient will ensure that all data collection for each performance measure identified in Article 7 of Attachment 2 of this Agreement is completed in a manner consistent with the description, location, and other attributes associated with that performance measure.

8.5 Outcome Measurement and Reporting Survival

The data collection and reporting requirements in Article 8 of this Attachment 1 survive the termination of this Agreement. FRA may consider the Recipient's compliance with this requirement after closeout of the grant in its evaluation of future applications for Federal financial assistance.

ARTICLE 9: NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations

(a) Notice of Proposed Determination. If FRA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this Agreement, FRA will notify the Recipient of a proposed determination of noncompliance through a written notice that:

- (1) explains the noncompliance;
- (2) describes a proposed remedy that is consistent with Section 9.2 of this Attachment 1;
- (3) describes the process and form in which the Recipient may respond to the notice that is consistent with Section 9.1(b) of this Attachment 1; and

(4) if applicable, provides the Recipient an opportunity to cure the noncompliance or take corrective action.

(b) Response to Notice of Proposed Determination. The Recipient may, not later than 7 days after receiving the notice of proposed determination of noncompliance, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

- (1) accept the proposed remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy;
- (3) acknowledge the noncompliance and agree to cure or take corrective action;
or
- (4) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response sufficient documentation or other information supporting the Recipient's compliance.

(c) Notice of Final Determination. After considering the Recipient's response or failure to timely respond under Section 9.1(b) of this Attachment 1, FRA will make a final determination. To make a final determination, FRA must provide a written notice to the Recipient that:

- (1) states what the final determination is (e.g., noncompliance or compliance);
- (2) states the basis for the final determination; and
- (3) describes the remedy that FRA is imposing, if applicable, or if FRA is not imposing a remedy, describes the resolution to the proposed determination of noncompliance, including whether the Recipient has cured or corrected the noncompliance.

(d) If FRA determines the noncompliance is one that cannot be addressed while work on the Project is ongoing, in the notice of proposed determination or in the notice of final determination, FRA will direct the Recipient to stop work. The Recipient will stop work and will direct any Subrecipients or contractors to stop work immediately upon receipt of a notice to stop work from FRA.

(e) FRA may consider the public interest in making a determination of noncompliance and imposing a remedy.

9.2 Remedies

(a) If FRA makes a final determination of noncompliance under Section 9.1(c) of this Attachment 1, FRA may impose a remedy, including:

- (1) additional conditions on the award;
- (2) requiring the Recipient to prepare and implement a corrective action plan;

- (3) directing the Recipient to stop work;
- (4) any remedy permitted under 2 C.F.R. §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to FRA; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
- (5) any other remedy legally available.

(b) The Recipient acknowledges that any amounts FRA requires the Recipient to refund to FRA under this Section 9.2 constitute a debt to the Federal Government that FRA may collect under 2 C.F.R. § 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

(c) Other Remedies. The termination authority under Article 10 of this Attachment 1 supplements and does not limit FRA’s remedial authority under this Article 9 or 2 C.F.R. part 200, including 2 C.F.R. §§ 200.339-200.240. FRA reserves the right to seek any appropriate remedy or otherwise enforce the terms and conditions of this Agreement as authorized by law.

9.3 Other Oversight Entities

Nothing in Article 9 of this Attachment 1 limits any party’s authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10: AGREEMENT SUSPENSION AND TERMINATION

10.1 Suspension of Award Activities

(a) If FRA determines that the remedy for noncompliance imposed under Article 9 of this Agreement does not achieve the desired result or is unlikely to improve compliance or performance, FRA may suspend activities under this Agreement pending corrective action by the Recipient or termination.

(b) If FRA suspends activities under this Agreement, FRA will notify the Recipient in writing of the following, which may be included in the determinations of non-compliance under Section 9.1 of this Attachment 1:

- (1) what project activities, if any, will take place during the period of suspension;
- (2) what costs FRA will reimburse if the suspension is lifted and the award resumed;
- (3) what corrective actions must occur during the suspension; and
- (4) FRA’s intent to terminate the award under this Article 10 if the Recipient does not meet the conditions of the remedial action.

(c) The duration of the temporary suspension of activities under the Agreement should be commensurate with the corrective action needed, but should not exceed 120 days at the outset. If the Recipient is not making sufficient progress in correcting the noncompliance, FRA must consider both financial and programmatic requirements in determining the appropriate extension to avoid the need for termination.

10.2 FRA Termination

(a) FRA may terminate this Agreement and all its obligations under this Agreement if any of the following occurs:

- (1) the Recipient fails to obtain or contribute the required Non-Federal Funds, or alternatives approved by FRA, as provided in this agreement and consistent with Article 6 of Attachment 2 of this Agreement;
- (2) the Recipient fails to meet a milestone by six months after the completion date listed in Article 5 of Attachment 2 of this Agreement and the Recipient fails to request an amendment to this Agreement pursuant to Section 5.3 of this Attachment 1;
- (3) the Recipient fails to comply with the terms and conditions of this Agreement;
- (4) there are changes to the Project that FRA determines are inconsistent with FRA's basis for selecting the Project to receive the award; or
- (5) FRA determines that termination of this Agreement is in the public interest.

(b) The Recipient may request that FRA terminate the Agreement, which may result in FRA determining noncompliance and imposing remedies pursuant to Article 9 of this Attachment 1.

10.3 Closeout Termination

- (a) This Agreement terminates on Project Closeout.
- (b) In this Agreement, "Project Closeout" means the date that FRA notifies the Recipient that the award is closed out. Under 2 C.F.R. § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

10.4 Post-Termination Adjustments

The Recipient acknowledges that under 2 C.F.R. §§ 200.345–200.346, termination of this Agreement does not extinguish FRA's authority to disallow costs, including costs that FRA reimbursed before termination, and recover funds from the Recipient.

10.5 Non-Terminating Events

- (a) The end of the budget period described under Section 4.4 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

(b) The end of the Period of Performance described under Section 4.5 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

ARTICLE 11: MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention

(a) The Recipient will monitor activities under this award, including activities under subawards and contracts, to ensure:

- (1) that those activities comply with this agreement; and
- (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient will monitor the activities of the Subrecipient in compliance with 2 C.F.R. §200.332(d).

(c) The Recipient will retain and provide access to records relevant to the award during the course of the Project and for three years after closeout or longer, as required under 2 C.F.R. § 200.334

(d) The Recipient will adhere to the recording and recordkeeping requirements set forth in 2 C.F.R. §§ 200.334–200.338. Project Closeout does not alter these requirements.

11.2 Financial Records and Audits

(a) The Recipient will keep all Project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the Project.

(b) The Recipient will keep accounts and records described under Section 11.2(a) of this Attachment 1 in accordance with a financial management system that meets the requirements of 2 C.F.R. §§ 200.301–200.303 and 2 C.F.R. part 200, subpart F and will facilitate an effective audit in accordance with 31 U.S.C. §§ 7501–7506.

(c) The Recipient will separately identify expenditures under the award in financial records required for audits under 31 U.S.C. §§ 7501–7506. Specifically, the Recipient will:

- (1) list expenditures separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including the fiscal year in the format "FY 202X" in the program name; and
- (2) list expenditures on a separate row under Part II, Item 1 (Federal Awards Expended During Fiscal Period) of Form SF-SAC, including "FY 202X" in Column C (Additional Award Identification).

(d) If the Recipient expends \$750,000 or more in Federal awards during the Recipient's fiscal year, a single or program audit will be conducted for that year, consistent with 2 C.F.R. §§ 200.501(a) and 200.512(c).

11.3 Internal Controls

The Recipient will establish and maintain internal controls as required under 2 C.F.R. § 200.303.

11.4 FRA Record Access

FRA may access Recipient records related to this award under 2 C.F.R. § 200.337.

11.5 Site Visits

FRA may conduct site visits to review Project activities, accomplishments, and management control systems and to provide technical assistance to the Recipient. The Recipient will provide or ensure reasonable, safe, and convenient access to FRA for any such site visit. FRA will conduct all site visits in such a manner as will not unduly delay work conducted by the Recipient, Subrecipient, or contractor.

ARTICLE 12: CONTRACTING AND SUBAWARDING

12.1 Buy America

(a) For infrastructure projects, steel, iron, manufactured goods, and construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act (Buy American Act), Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(b) For all other projects, the Recipient's acquisition of steel, iron, and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305. The Recipient also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

(c) Under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(d) Under 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, the Recipient 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. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

12.2 Small and Disadvantaged Business Requirements

The Recipient will expend all funds under this award in compliance with the requirements at 2 C.F.R. § 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), and to the extent applicable, 49 C.F.R. part 26 (Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs).

12.3 Engineering and Design Services [Reserved]

12.4 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the Recipient and all Subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

12.5 Pass-Through Entity Responsibilities

(a) If the Recipient makes a subaward under this award, the Recipient will comply with the requirements for pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. §§ 200.331–200.333, regardless of whether the Recipient is also a Pass-Through Entity as defined in 2 C.F.R. § 200.1.

(b) The Recipient will report any subaward obligation of \$25,000 or more in Federal funds in USASpending.gov consistent with the Federal Funding Accountability and Transparency Act, Pub. L. 109-282.

(c) The Recipient is accountable for performance under this award, the appropriate expenditure of funds, and other requirements under this Agreement. The Recipient is responsible for any non-compliance under the award and for compliance with any remedies imposed.

12.6 Local Hiring Preference for Construction Jobs

Under Section 25019 of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, div. B, tit. V (2021), a Recipient or Subrecipient may implement a local or other geographical or economic hiring preference relating to the use of labor for construction of a project funded by this grant if funded under title 49 or 23 United States Code, including prehire agreements, subject to any applicable State and local laws, policies, and procedures. The use of such a local or other geographical or economic hiring preference in any bid for a contract for the construction of a project funded by this grant shall not be considered to unduly limit competition. Project labor agreements should be consistent with the definition and standards outlined in Executive Order 13502. The Recipient will document its consideration of Local Hiring Preference for Construction Jobs related to the Project in Article 11 of Attachment 2 of this Agreement. For additional information, see <https://www.transportation.gov/sites/dot.gov/files/2023-05/Creating-Local-Construction-Workforce.pdf>.

12.7 Procurement

The Recipient may acquire property, goods, or services in connection with the Project. If the Recipient is a State, then it will use its own procurement procedures that reflect applicable State laws and regulations in compliance with 2 C.F.R. § 200.317. A Subrecipient of a State will follow the policies and procedures allowed by that State when procuring property and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. An entity that is not a State or Subrecipient of a State will comply with 2 C.F.R. §§ 200.318–200.327, and applicable supplementary USDOT or FRA directives and regulations. The Recipient will provide technical specifications and requirements to FRA for review upon request.

ARTICLE 13: COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount

Under this award, FRA will not provide funding in an amount greater than the Agreement Federal Funds. The Recipient acknowledges that FRA is not liable for payments exceeding that amount, and the Recipient will not request reimbursement of costs exceeding that amount.

13.2 Project Costs

This award is subject to the cost principles at 2 C.F.R. part 200, subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs

- (a) The Recipient will not charge to this award costs that are incurred after the budget period.
- (b) The Recipient will not charge to this award costs that were incurred before the date of this Agreement unless those costs are identified as approved pre-award costs in Section 6.6 of Attachment 2 of this Agreement and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 C.F.R. § 200.458. This agreement hereby terminates and supersedes any previous FRA approval for the Recipient to incur costs under this award for the Project. Section 6.6 of Attachment 2 of this Agreement is the exclusive FRA approval of costs incurred before the date of this Agreement.
- (c) The Recipient may request approval of pre-award costs in a written request that demonstrates the purpose and amount of the costs, compliance with 2 C.F.R. § 200.458, and whether such costs would otherwise serve as Non-Federal Funds.

13.4 Recipient Recovery of Federal Funds

The Recipient will make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if FRA determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner. The Recipient will not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by FRA.

13.5 Unexpended Agreement Federal Funds

Any Agreement Federal Funds that are obligated but not expended on allocable, allowable costs remain the property of the United States.

13.6 Interest Earned

Interest earned on advances of Agreement Federal Funds is not program income.

13.7 Timing of Payments to the Recipient

- (a) Reimbursement is the payment method, unless otherwise approved by FRA.
- (b) The Recipient will not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.8 Payment Method

- (a) The Recipient will use the DELPHI e-Invoicing System (<https://www.dot.gov/cfo/delphi-einvoicing-system.html>) to request reimbursement under this award. FRA will provide access to that system upon request by the Recipient.
- (b) FRA may deny a payment request that is not submitted using the method identified in this Section.

13.9 Information Supporting Expenditures

- (a) When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient will electronically submit the SF 270 (Request for Advance or Reimbursement) and will submit supporting cost detail to document clearly all costs incurred. As supporting cost detail, the Recipient will include a detailed breakout of all costs incurred and classify all costs by task and by Agreement Federal Funds and Agreement Non-Federal Funds.
- (b) Unless FRA and the Recipient agree otherwise in writing, the Recipient will ensure that the proportion of expenditure of Agreement Federal Funds to Agreement Non-Federal Funds is not more than the maximum percent of total Project cost FRA will contribute identified in Section 6.5 of Attachment 2 of this Agreement. The Recipient will ensure the proportional expenditure of funds is reflected in the detailed breakout of costs supporting the SF 270.
- (c) If the Recipient submits a request for reimbursement that FRA determines does not include or is not supported by sufficient detail, FRA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.10 Reimbursement Request Timing Frequency

The Recipient will request reimbursement as needed to maintain cash flow sufficient to timely complete the Project. The Recipient will not submit any single payment request exceeding \$99,999,999.99. The Recipient will not submit a payment request exceeding \$50,000,000.00 unless the Recipient notifies FRA six days before submitting the request.

13.11 Program Income

The Recipient is encouraged to earn income to defray Project costs, where appropriate, and will work with FRA to determine how income may be applied to the grant, in accordance with 2 C.F.R. § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. The Recipient will maintain records of all program income.

ARTICLE 14: PROPERTY AND EQUIPMENT

14.1 General Requirements

The Recipient will comply with the property standards of 2 C.F.R. §§ 200.310–200.316 and will ensure compliance with these standards for all tiers of subawards and contracts under this award.

14.2 Relocation and Real Property Acquisition

The Recipient will comply with the land acquisition policies and relocation requirements in 42 U.S.C. § 4601 et seq. and 49 C.F.R. part 24, subparts A–F, as applicable. At a minimum, under this section, the Recipient will:

- (a) comply with the land acquisition policies in 49 C.F.R. part 24, subpart B and will pay or reimburse property owners for necessary expenses as specified in that subpart;
- (b) provide a relocation assistance program offering the services described in 49 C.F.R. part 24, subpart C and provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24, subparts D–E; and
- (c) make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R. part 24, subpart E.
- (d) provide to FRA a real estate acquisition and management plan prior to beginning real property acquisition if the Project is designated a Major Project in Article 1 of Attachment 2 of this Agreement, or if the total Project cost in Section 6.5 of Attachment 2 of this Agreement is greater than \$300 million and the Project is also receiving financial assistance from the Federal Transit Administration (FTA).

14.3 Use for Originally Authorized Purpose

The Recipient will ensure that property and equipment funded under this Agreement is used for the originally authorized purpose. If necessary to satisfy this obligation, the Recipient will enter into appropriate arrangements with the entity or entities using, or with the owner of right-of-way used by, the property and/or equipment funded under this Agreement.

14.4 Maintenance

The Recipient will ensure that any property, improvements to property, and any equipment funded under this Agreement are maintained in good working order and in accordance with FRA regulations, guidelines, and directives.

14.5 Real Property Disposition

In accordance with 2 C.F.R. § 200.311, when real property acquired or improved under this award is no longer used for its originally intended purpose, the Recipient will request disposition instructions from FRA.

14.6 Equipment Disposition

(a) In accordance with 2 C.F.R. §§ 200.313 and 1201.313, when equipment acquired under this award is no longer needed for the Project:

(1) if the entity that acquired the equipment is a State or a Subrecipient of a State, that entity will dispose of that equipment in accordance with State laws and procedures; and

(2) if the entity that acquired the equipment is neither a State nor a Subrecipient of a State, that entity will request disposition instructions from FRA.

(b) In accordance with 2 C.F.R. §200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. §§ 200.313–200.316 and 2 C.F.R. § 1201.313.

14.7 Recordkeeping

The Recipient will keep records regarding the operation and maintenance of property, improvements to property, equipment, and supplies funded under this Agreement and will provide them to FRA upon request.

14.8 Encumbrance

The Recipient will not create an obligation, such as a transfer of title, lease, lien, mortgage, or encumbrance, that would dispose of or encumber the Recipient's title or other interest in property, improvements to property, equipment or supplies funded under this Agreement without prior written approval from FRA.

The Recipient will not take any action that would adversely affect FRA's interest or impair the Recipient's continuing control over the use of the property, improvements to property, equipment, or supplies funded under the Agreement without prior written approval from FRA.

ARTICLE 15: AMENDMENTS

15.1 Bilateral Amendments

The parties may amend, modify, or supplement this Agreement by mutual agreement in writing signed by FRA and the Recipient. Either party may request to amend, modify, or supplement this Agreement by written notice to the other party.

15.2 FRA Unilateral Amendments

(a) FRA may unilaterally amend this Agreement for the following reasons:

- (1) to comply with Federal law;
- (2) at closeout or in anticipation of closeout; and
- (3) other non-substantive changes, such as to correct typographical errors, as deemed appropriate by FRA.

(b) To unilaterally amend this Agreement under Section 15.3 of this Attachment 1, FRA will provide a written notice to the Recipient that includes the amendment and the date that the amendment is effective.

(c) Except at closeout or in anticipation of closeout, FRA may not unilaterally amend the Statement of Work, this Agreement's monetary amount, the delivery schedule, the Period of Performance, or other terms or conditions of this Agreement.

15.3 Other Amendments

The parties will not amend, modify, or supplement this Agreement except as permitted under Sections 15.1, 15.2, or 15.3 of this Attachment 1. If an amendment, modification, or supplement is not permitted under Section 15.1, 15.2, or 15.3 of this Attachment 1, it is void.

ARTICLE 16: CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

16.1 Climate Change and Environmental Justice

Consistent with Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad" (Jan. 27, 2021), the Recipient will document its consideration of climate change and environmental justice impacts of the Project in Article 9 of Attachment 2 of this Agreement.

ARTICLE 17: RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

17.1 Racial Equity and Barriers to Opportunity

Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), the Recipient will document its activities related to the Project to improve racial equity and reduce barriers to opportunity in Article 10 of Attachment 2 of this Agreement.

ARTICLE 18: LABOR AND WORK

18.1 Labor and Work

Consistent with Executive Order 14025, "Worker Organizing and Empowerment" (Apr. 26, 2021), and Executive Order 14052, "Implementation of the Infrastructure Investment and Jobs Act" (Nov. 15, 2021) (IIJA), the Recipient will document its consideration of job quality and labor rights, standards, and protections related to the Project in Article 11 of Attachment 2 of this Agreement.

18.2 OFCCP Mega Construction Project Program

If the total eligible Project costs listed in Attachment 2 of this Agreement are greater than \$35,000,000 and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) selects this award for participation in the Mega Construction Project Program, then the Recipient shall partner with OFCCP, as requested by OFCCP.

ARTICLE 19: CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

19.1 Critical Infrastructure Security and Resilience

(a) Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient will consider physical and cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in Section 1.3 of Attachment 2 of this Agreement is "Elevated," then not later than two years after the date of this Agreement the Recipient will submit to FRA a report that:

- (1) identifies a cybersecurity point of contact for the transportation infrastructure being improved in the Project;
- (2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;
- (3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;
- (4) documents the results of a self-assessment of the Recipient's cybersecurity posture and capabilities; and
- (5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 20: FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

20.1 Uniform Administrative Requirements for Federal Awards

The Recipient will comply, and will ensure that other entities receiving funding under this agreement will comply, with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201, regardless of whether the Recipient or other entity receiving funding under this agreement is a Non-Federal entity as defined in 2 C.F.R. § 200.1, except that subpart F of part 200 does not apply if the Recipient or Subrecipient is a for-profit entity.

20.2 Federal Law and Public Policy Requirements

- (a) The Recipient will ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) The failure of this Agreement to expressly identify Federal law applicable to the Recipient or activities under this Agreement does not make that law inapplicable.

20.3 Federal Freedom of Information Act

- (a) FRA is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552.
- (b) The Recipient acknowledges that the Application and materials submitted to FRA by the Recipient related to this Agreement will become FRA records that may be subject to public release under 5 U.S.C. § 552. If the Recipient submits any materials to FRA related to this Agreement that the Recipient considers to include trade secret or confidential commercial or financial information, the Recipient should note that the submission contains confidential business information, mark each affected page, and highlight or otherwise denote the portions of the submission that contain confidential business information.

20.4 History of Performance

Under 2 C.F.R. § 200.206, any Federal awarding agency may consider the Recipient's performance under this Agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

20.5 Whistleblower Protection

- (a) The Recipient acknowledges that it is a "Recipient" within the scope of 41 U.S.C. § 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related to this award.
- (b) The Recipient will inform its employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

20.6 External Award Terms and Obligations

- (a) In addition to this document and the contents described in Article 25 of this Attachment 1, this Agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R. § 175.15(b): Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient will comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

20.7 Incorporated Certifications

The Recipient makes the representations in the following certifications, which are incorporated by reference:

(a) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 21: ASSIGNMENT

21.1 Assignment Prohibited

The Recipient will not transfer to any other entity any discretion granted under this Agreement, any right to satisfy a condition under this Agreement, any remedy under this Agreement, or any obligation imposed under this Agreement.

ARTICLE 22: WAIVER

22.1 Waivers

(a) A waiver of a term of this Agreement authorized by law and granted by FRA will not be effective unless it is in writing and signed by an authorized representative of FRA.

(b) A waiver of a term of this Agreement granted by FRA on one occasion will not operate as a waiver on other occasions.

(c) If FRA fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 23: ADDITIONAL TERMS AND CONDITIONS

23.1 Disclaimer of Federal Liability

FRA will not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

23.2 Environmental Review

(a) Except as authorized by law or under 23 C.F.R. § 771.113(d)(4), the Recipient will not begin final design activities; acquire real property, construction materials, or equipment, including rolling stock; begin construction; or take other actions that would have an adverse environmental impact or limit the choice of reasonable alternatives for the Project unless and until FRA complies with the National Environmental Policy Act, 42 U.S.C. § 4321 et seq. (NEPA), and any other applicable environmental laws and regulations. In addition, the Recipient will not begin project development that involves ground disturbing activity prior to FRA compliance with NEPA and any other applicable environmental laws and regulations.

(b) The Recipient acknowledges that:

- (1) FRA's actions under Section 23.2(a) of this Attachment 1 may depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to FRA; and
- (2) applicable environmental statutes and regulations may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(c) Consistent with 23 C.F.R. § 771.105(a), to the maximum extent practicable and consistent with Federal law, the Recipient will coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in Article 4 of Attachment 2 of this Agreement and other information described in this Agreement may inform environmental decision-making processes, but the parties do not intend this Agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with Article 4 of Attachment 2 of this Agreement or other information in this Agreement, then FRA will either:

- (1) amend this Agreement under Section 15.1 of this Attachment 1 for consistency with the selected build alternative; or
- (2) if FRA determines that the condition at Section 10.1(a)(5) of this Attachment 1 is satisfied, terminate this Agreement under Section 10.1(a)(5) of this Attachment 1; or
- (3) take other action as deemed appropriate by FRA.

(g) The Recipient will complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Article 4 of Attachment 2 of this Agreement identifies documents describing mitigation activities, but the absence of a document from that section does not relieve the Recipient of any compliance obligations.

23.3 Project Maintenance Requirement

The Recipient will ensure that any property and equipment funded within this Agreement is operated and maintained in good operating order and in accordance with 2 C.F.R. §§ 200.310–200.316, 1201.313 and any guidelines, directives, or regulations that FRA may issue.

23.4 Appropriations Act Requirements

The Recipient will comply with applicable requirements of the appropriations act identified in Section 6.3 of Attachment 2 of this Agreement.

23.5 Standards of Conduct

The Recipient will comply with the following standards of conduct:

(a) Standards of Conduct. The Recipient will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal contribution provided through this Agreement. The code or standards will provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential Subrecipients or contractors. The Recipient may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by Subrecipients or their agents.

(b) Personal Conflict of Interest. The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by the Federal contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

(c) Organizational Conflicts of Interest. The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

(d) Existing Codes or Standards. This Section does not require the Recipient to implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the required elements.

(e) Disclosure of Conflicts. The Recipient will disclose in writing any potential conflict of interest to FRA or pass-through entity.

23.6 Changed Conditions of Performance

The Recipient will notify FRA of any event that may affect its ability to perform the Project in accordance with the terms of this Agreement.

23.7 Litigation

The Recipient will notify FRA in writing of any decision pertaining to the Recipient's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable Federal laws or regulations. The Recipient will inform FRA in writing before naming FRA as a party to any type of litigation for any reason in any forum.

23.8 Bipartisan Infrastructure Law Signage Guidelines

For projects funded by the Bipartisan Infrastructure Law, also known as the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (2021), the Recipient will ensure:

(a) signage is designed consistent with the guidelines and design specifications available at <https://www.whitehouse.gov/wp-content/uploads/2023/02/Investing-in-America-Brand-Guide.pdf>. Signs should include the official Investing in America logo and identify the project as "funded by President Biden's Bipartisan Infrastructure Law."

(b) signage displays the FRA logo and the Recipient logo, if any, along with the official Investing in America logo. The FRA logo should not be displayed in a manner that implies FRA itself is conducting the project.

(c) where applicable, the signage includes the project name (e.g., [Name of] Project funded by President Biden's Bipartisan Infrastructure Law.)

(d) the sign is placed at construction sites where it is clearly visible near the location of work and that the sign is maintained in good condition throughout the construction period.

(e) signs on equipment are placed in an easily visible location and maintained in good condition

23.9 Equipment and Supplies

The Recipient will maintain written policies and procedures that address acquisition, classification, and management of all equipment and supplies acquired or used under this award.

23.10 Safety and Technology Data

The Recipient will ensure that FRA has access to safety and technology relevant data generated by the Recipient under the award, in a machine-readable format, where specified in Article 4 of Attachment 2 of this Agreement.

23.11 Intellectual Property

The Recipient agrees to the standard patent rights clauses issued by the Department of Commerce at 37 C.F.R. Part 401, as applicable.

23.12 Liquidation of Recipient Obligations

- (a) The Recipient will liquidate all obligations of award funds under this Agreement not later than 120 days after the end of the Period of Performance.
- (b) Liquidation of obligations and adjustment of costs under this Agreement follow the requirements of 2 C.F.R. §§ 200.344–200.346.

ARTICLE 24: CONSTRUCTION AND DEFINITIONS

24.1 Agreement

This Agreement consists of the following:

- (a) Agreement Cover Sheet
- (b) Attachment 1: General Terms and Conditions
- (c) Attachment 2: Project-Specific Terms and Conditions
- (d) Exhibit A: Applicable Federal Laws and Regulations
- (e) Exhibit B: Additional Standard Terms
- (f) Exhibit C: Quarterly Project Progress Reports and Recertifications

24.2 Construction

- (a) In these General Terms and Conditions, there are no references to articles or sections in project-specific portions of this Agreement that are not contained in Attachments or Exhibits listed in Section 24.1.
- (b) If a provision in these General Terms and Conditions or the Exhibits conflicts with a provision in the Project-Specific Terms and Conditions in Attachment 2 of this Agreement, then the relevant portion in Attachment 2 prevails. If a provision in the Exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

24.3 Integration

This Agreement constitutes the entire agreement of the parties relating to the Project and supersedes any previous agreements, oral or written, relating to the Project.

24.4 Definitions

This Section defines terms used in this Agreement. Additional definitions found in 2 C.F.R. § 200.1 are incorporated by referenced into this Agreement.

“Agreement Federal Funds” means the total amount of Federal funds obligated under this Agreement. This is the amount shown in Section 6.1 of Attachment 2 of this Agreement.

“Application” means the application identified in Article 3 of Attachment 2 of this Agreement, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

“Construction Substantial Completion” means the stage of the Project when all construction tasks are complete such that the Recipient can use the Project for its intended use and only closeout activities remain. Activity to address or complete closeout activities will not prevent or disrupt use of the Project.

“Contingent Commitment” means the unobligated amounts of future available budget authority specified in law that FRA commits to obligate under the terms of this Agreement.

“Federal Share” means the sum of Agreement Federal Funds and Other Federal Funds. If there are no Other Federal Funds, the Federal Share is the same as the Agreement Federal Funds.

“General Terms and Conditions” means this Attachment 1.

“Other Federal Funds” means Federal funds that are part of the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement for the Project but are not obligated under this Agreement.

“Project” means the project proposed in the Application, as modified by the negotiated provisions of this Agreement, including Attachment 2 of this Agreement.

“Project Closeout” means the date that FRA notifies the Recipient that the award is closed out. Under 2 C.F.R. § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

“Project Cost Savings” means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA’s satisfaction, the actual Project costs are less than the estimated total Project costs.

“Rural Area” means any area that is not within an area designated as an urbanized area by the Bureau of the Census.

24.5 Calendar Dates

Unless otherwise specified, all dates and durations are in calendar days, calendar quarters, or calendar years, as appropriate.

24.6 Communication in Writing

Unless otherwise specified, all written communication may be provided by electronic mail.

ARTICLE 25: AGREEMENT EXECUTION AND EFFECTIVE DATE

25.1 Counterparts

This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

25.2 Effective Date

The agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it.

ARTICLE 26: PROGRAM-SPECIFIC CLAUSES

26.1 Interstate Rail Compacts Grant Program

The Recipient agrees to comply with the clauses in Section 26.1 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.1 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Non-Federal Match. The Recipient will provide a Non-Federal match of not less than 50 percent of the eligible expenses under the grant.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1, the Recipient will comply with the following clauses, as applicable:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.1 of this Attachment 1, “infrastructure project” has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, 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. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.1(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to

those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Operator Limitation. Recipient's eligible expenses must be related to intercity passenger rail service to be operated by Amtrak.

(i) Reporting. As requested by FRA, the Recipient will report on:

- (1) the status of the planning efforts and coordination funded by the grant award;
- (2) plans for continued implementation of the interstate rail compact;
- (3) the status of, and data regarding, any new, restored, or enhanced rail services initiated under the interstate rail compact; and
- (4) other data and information as requested by FRA.

26.2 Railroad Crossing Elimination Program Clauses

The Recipient agrees to comply with the clauses in Section 26.2 of this Attachment 1.

Consistent with 49 U.S.C. §§ 22905(e) & 22909(j), clauses (b), (c), (d), and (g) of Section 26.2 of this Agreement 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law. In addition, clause (f) does not apply to: 1) the Alaska Railroad or its contractors; or 2) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, “infrastructure project” has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, 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. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.2(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Impacted Rail Carrier or Real Property Owner Approvals. In accordance with 49 U.S.C. § 22909(e)(2)(A), prior to proceeding with the construction of the Project funded by this Agreement, if applicable, Recipient will obtain necessary approvals to commence construction from any impacted rail carriers or real property owners. If the Project is a planning project, as described in 49 U.S.C. § 22909(d)(6), the Recipient agrees to work collaboratively with rail carriers and right-of-way owners.

(f) Labor Protective Arrangements

(1) Notwithstanding 49 U.S.C. § 22905(e)(1), and in accordance with 49 U.S.C. § 22909(j)(3), any employee covered by the Railway Labor Act (45 U.S.C. § 151 et seq.) and the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.) who is adversely affected by actions taken in connection with the project financed in whole or in part by such grant shall be covered by employee protective arrangements required to be established under 49 U.S.C. § 22905(c)(2)(B). In accordance with 49 U.S.C. § 22905(c)(2)(B), the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404, as such protective arrangements are described in the final FRA guidance titled Equivalent Protections for Railroad Employees and effective December 28, 2022, included herein in Exhibit B.

(2) In accordance with 49 U.S.C. § 22909(j)(3), Recipient, and any successors, assigns, and contractors of Recipient:

- i. shall be bound by the employee protective arrangements required under subparagraph (1); and
- ii. shall be responsible for the implementation of such arrangements and for the obligations under such arrangements, but may arrange for another entity to take initial responsibility for compliance with the conditions of such arrangement.

(3) Labor protections required pursuant to Subsection (f) of Section 26.2 of this Attachment 1 shall be documented consistent with Article 18 of this Attachment 1.

(g) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with

those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(h) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.3 Consolidated Rail Infrastructure and Safety Improvements Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.3 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.3 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, 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. The Recipient shall

include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.3(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements

negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.4 Restoration and Enhancement Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.4 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.4 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right-of-way and facilities under current law.

(a) Maximum Funding Limitation. A grant authorized by 49 U.S.C. § 22908 may not exceed:

- (1) 90 percent of the projected net operating costs for the first year of service;
- (2) 80 percent of the projected net operating costs for the second year of service;
- (3) 70 percent of the projected net operating costs for the third year of service;
- (4) 60 percent of the projected net operating costs for the fourth year of service;
- (5) 50 percent of the projected net operating costs for the fifth year of service;
- and
- (6) 30 percent of the projected net operating costs for the sixth year of service.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

- (1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The

Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.4 of this Attachment 1, “infrastructure project” has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, 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. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.4(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform

Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Route Reporting. The Recipient will provide similar information regarding the route performance, financial, and ridership projections, and capital and business plans that Amtrak is required to provide, and such other data and information as is required by Article 4 of Attachment 2 of this Agreement.

(i) Termination. In addition to the terms of this Attachment 1, FRA may terminate this Agreement upon the cessation of service, or the violation of any other term of this Agreement.

26.5 Federal-State Partnership for Intercity Passenger Rail and Federal-State Partnership for State of Good Repair Clauses

The Recipient agrees to comply with the clauses in Section 26.5 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.5 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58,

div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, “infrastructure project” has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, 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. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.5(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Northeast Corridor Cost Allocation. For projects located on the Northeast Corridor, as that term is defined in 49 U.S.C. § 24911(a)(4), Amtrak and the public authorities providing commuter rail passenger transportation at the Project location on the Northeast Corridor must remain in compliance with 49 U.S.C. § 24905(c)(2).

(i) Interest and Financing Costs. Pursuant to 49 U.S.C. § 24911(g)(2), interest and other financing costs of efficiently carrying out a part of the Project within a reasonable time are a cost of carrying out the Project under a Phased Funding Agreement, except that eligible costs may not be more than the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing. The Recipient will certify to FRA's satisfaction that the Recipient has shown reasonable diligence in seeking the most favorable financing terms.

###

Attachment 2

PROJECT-SPECIFIC TERMS AND CONDITIONS

Project-Specific Terms and Conditions

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ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS

1.1 Recipient

This Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the City of Decatur, Illinois (the Recipient).

1.2 Project and Purpose

The purpose of this award is to fund a Fiscal Year 2022 Consolidated Rail Infrastructure Safety Improvements Grant Program (CRISI) grant for construction engineering (the Project) related to the City of Decatur Brush College Road and Faries Parkway Grade Separation Project (the Grade Separation), as described in Article 4 of this Attachment 2. The Project will help achieve the goals identified in the Congressionally Directed Funding. FRA and the Recipient will accomplish that purpose by timely completing the Project and ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Application.

1.3 Program Designations

- (a) Research and Development. This award is not for research and development.
- (b) Project Size. This award is for a non-Major Project as that term is defined in FRA Guidance on Development and Implementation of Railroad Capital Projects, January 11, 2023 (Railroad Capital Projects Guidance).
- (c) Phased Funding. This award is not a phased funding agreement as further discussed in Section 6.7 of this Attachment 2.
- (d) Grant or Cooperative Agreement. This award is made as a Grant Agreement.
- (e) Security Risk. This award is for a Project that has a low security risk.
- (f) Rural Area. The information the Recipient provided to FRA, including in the Application, demonstrates this award is not for a Project in a Rural Area.

ARTICLE 2: SPECIAL TERMS AND CONDITIONS

There are no special terms for this award.

ARTICLE 3: ADMINISTRATIVE INFORMATION

3.1 Application

Application Title: FY22-CRS-CRISI Congressional Directed Grant Program – City of Decatur, IL

Application Date: November 30, 2022

3.2 FRA Awarding Official

FRA Office of Railroad Development
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590
FRA-Grants@dot.gov

3.3 Federal Award Date

The “Federal Award Date” is the effective date of this Agreement, as defined under Section 24.4 of Attachment 1 of this Agreement.

3.4 Program Name and Assistance Listings Number

For the Consolidated Rail Infrastructure and Safety Improvements Program, the Assistance Listings Number is 20.325 and the Assistance Listings Title is Consolidated Rail Infrastructure and Safety Improvements.

3.5 Recipient’s Unique Entity Identifier

The Recipient’s Unique Entity Identifier, as defined at 2 C.F.R. § 25.415, is listed in Section 1B on the Agreement cover sheet.

3.6 Federal Award Identification Number

The Federal Award Identification Number is listed in Section 2 on the Agreement cover sheet as the “Agreement Number.”

ARTICLE 4: STATEMENT OF WORK

4.1 General Project Description

The Project is the construction engineering related to construction of a grade-separated interchange at Faries Parkway and Brush College Road in Decatur, Illinois. It is part of a larger effort to implement the Grade Separation, which will result in permanently closing two existing highway-rail grade crossings on Norfolk Southern Railway (NS) and Illinois Central Railroad (IC), the relocation of a third at grade crossing on the IC, and the creation of pedestrian grade crossings at this location.¹

Brush College Road is a north-south minor urban arterial roadway located on the east side of Decatur, IL. Brush College Road crosses a single NS mainline track at grade at the intersection with Faries Parkway. The existing grade crossing is not protected by gates. Traffic signals at this existing highway rail grade crossing are synchronized to turn red when a train is approaching. The other rail crossings

¹ This grant agreement provides funding for the construction engineering related to creation of the Grade Separation but does not include construction. Construction is funded as a separate project by other sources including an FRA FY 2022 Railroad Crossing Elimination Program Grant.

impacted by the project include a private crossing that serves a local industrial area and another public crossing in the project area impacted by construction of the grade separation.

The Project will improve the safety and efficiency of the project area for vehicles, bicyclists, and pedestrians by creating a grade-separated crossing at Brush College Road and Faries Parkway.

4.2 Project Location

The Project is located in the City of Decatur, IL approximately 200 miles southwest of Chicago, IL. The Project area (Latitude 39.863511 and Longitude -88.897814) is the intersection of Brush College Road and East Faries Parkway in Decatur, IL and extends north toward East Harrison Avenue and Brush College Road. Grade crossings 328516E (Public) and 291383F (Private) will be eliminated. Grade crossing 291384M (Public) will be relocated slightly north to accommodate the new overpass to be constructed.



Project Location Map

4.3 Project Scope

The Recipient will notify FRA in writing of any requested changes in Project Scope and will not proceed with the changed scope unless approved by FRA in writing. If approved, changes to Project Scope may require additional environmental review or an amendment to this Agreement.

Task 1: Project Administration and Management

Subtask 1.1: Project Administration

The Recipient will perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- Illinois Department of Transportation, funding partner and project management
- Federal Highway Administration, funding partner
- Norfolk Southern Railway, railroad owner
- Illinois Central Railroad, railroad owner
- FRA

The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- hold regularly scheduled Project meetings with FRA;
- inspect and approve work as it is completed; and
- participate in other coordination, as needed.

Subtask 1.2: Project Management

The Recipient will prepare a Project Management Plan (PMP), that describes how the Project will be implemented and monitored to ensure effective, efficient, and safe delivery of the Project on time and within budget. The PMP will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work.

The PMP will include a Project Schedule and Project Budget for the work to be performed under this Agreement. The Project Schedule will be consistent with the Estimated Project Schedule in Section 5.2 of this Attachment 2, but provide a greater level of detail. Similarly, the Project Budget should be consistent with the Approved Project Budget in Section 6.5 of this Attachment 2, but provide a greater level of detail.

The Recipient will submit the PMP to FRA for review and approval. The Recipient will implement the Project as described in the approved PMP. The Recipient will not begin work on subsequent tasks until FRA has provided written approval of the PMP, unless FRA has provided pre-award authority for such work under Section 6.6 of this Attachment 2. FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

FRA may require the Recipient to update the PMP. The Recipient will submit any such updates to FRA for review and approval, and FRA will determine if updates to the PMP require an amendment to this Agreement. The Project Budget and Project Schedule may be revised consistent with Article 5 of Attachment 1 of this Agreement without amending this Agreement.

The Recipient will identify agreements governing the construction, operation, and maintenance of the Project in the PMP. If requested by FRA, the Recipient will provide FRA the final, executed copies of any agreements within ten business days of the request.

The PMP will be consistent with the FRA Guidance on Development and Implementation of Railroad Capital Projects (Railroad Capital Projects Guidance) and 49 U.S.C. § 22903, as applicable.

Subtask 1.3: Project Closeout

The Recipient will submit a Final Performance Report as required by Section 7.2 of Attachment 1 of this Agreement, which should describe the cumulative activities of the Project, including a complete description of the Recipient's achievements with respect to the Project objectives and milestones.

Task 1 Deliverables:

Deliverable ID	Subtask	Deliverable Name
1.1	Project Management	Project Management Plan
1.2	Project Closeout	Final Performance Report

Task 2: Construction Engineering

The Grantee will complete or cause to be completed construction engineering activities, including but not limited to construction inspection, materials testing, quality control and quality assurance related to the Project described in Article 4.1 of this agreement and for which FD documentation (dated April 24, 2023) was submitted to FRA.

Task 2 Deliverables:

Deliverable ID	Subtask	Deliverable Name
2.1	none	none

4.4 Implement Required Environmental Commitments

The Recipient will implement the Project consistent with the documents and environmental commitments identified below.

Table 4-A: Environmental Commitments

Document Type	Commitment Reference	Document Date
Finding of No Significant Impact	Attachment A: Environmental Commitments	10/19/2023

ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE

5.1 Award Dates

Budget Period End Date: March 31, 2028

Period of Performance End Date: March 31, 2028

5.2 Estimated Project Schedule

Milestones associated with this Agreement are identified in Table 5-A: Estimated Project Schedule. The Recipient will complete these milestones to FRA's satisfaction by the Schedule Date, subject to Article 5 of Attachment 1 of this Agreement. The Recipient will notify FRA in writing when it believes it has achieved the milestone.

Table 5-A: Estimated Project Schedule

Milestone	Schedule Date
Construction Engineering Completion	December 31, 2026

ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION

6.1 Award Amount

Agreement Federal Funds: \$2,000,000

6.2 Federal Obligation Information

Federal Obligation Type: Single

6.3 Federal Authorization and Funding Source.

Authorizing Statute: Infrastructure Investment and Jobs Act, Pub. L. 117-58 (2021); 49 U.S.C. § 22907(c)(5)

Appropriation: Consolidated Appropriations Act, 2022, Pub. L. 117-103; Explanatory Statement 168 Cong. Rec. H3078-H3079 (March 9, 2022)

6.4 Funding Availability

Program funding that is obligated under this Agreement remains available until expended.

6.5 Approved Project Budget

The estimated total Project cost under this Agreement is \$2,506,203.

Under this agreement, FRA will contribute a maximum of 79.8 percent of the total Project cost, not to exceed the Agreement Federal Funds in Section 6.1 of this Attachment 2. FRA will fund the Project at the lesser amount of the Agreement Federal Funds or the FRA maximum contribution percentage of total Project costs.

The Recipient will contribute \$506,203 in Agreement Non-Federal Funds. Recipient's Agreement Non-Federal Funds are comprised of cash contributions in the amount of \$506,203 which includes funds from the State of Illinois.

Under a separate agreement, FHWA is contributing \$1,958,991 in Federal Funds. Recipient will also contribute \$495,823 in Other Non-Federal Funds, which includes funds from the Recipient and the State of Illinois. Recipient will contribute a total of \$1,002,026 in Non-Federal Funds for a total Non-Federal match of 20%.

The Recipient will complete the Project to FRA's satisfaction within the Approved Project Budget, subject to Article 5 of Attachment 1 of this Agreement.

Table 6-A: Approved Project Budget by Task

Task #	Task Title	Agreement Federal Funds	Agreement Non-Federal Funds	Other Federal Funds	Other Non-Federal Funds	Total
1	Project Administration and Management	\$0	\$0	\$0	\$0	\$0
2	Construction Engineering	\$2,000,000	\$506,203	\$1,958,991	\$495,823	\$4,961,017
Total		\$2,000,000	\$506,203	\$1,958,991	\$495,823	Total Project Cost: \$4,961,017

Table 6-B: Approved Project Budget by Source

Funding Source	Total Amount	Percentage of Total Project Cost
Federal Share	\$3,958,991	80%
Agreement Federal Funds	\$2,000,000	40%
FRA CRISI	\$2,000,000	40%
Other Federal Funds	\$1,958,991	40%
Illinois Competitive Freight Program (FHWA)	\$1,958,991	40%
Agreement Non-Federal Funds	\$506,203	10%
State of Illinois	\$506,203	10%
Other Non-Federal Funds	\$495,823	10%
State of Illinois	\$483,545	10%
City of Decatur	\$12,278	.3%

6.6 Pre-Award Costs

On November 8, 2023, FRA provided pre-award authority for cost incurrence for the following costs for the Project in response to Recipient's request:

Task #	Task Name	Agreement Federal Funds	Other Federal Funds	Agreement Non-Federal Funds	Total Cost
2	Construction Engineering	\$2,000,000	\$2,000,000	\$1,012,278	\$5,012,278
Total		\$2,000,000	\$2,000,000	\$1,012,278	\$5,012,278*

The above pre-award costs were necessary for efficient and timely performance of the scope of work and were incurred directly pursuant to the negotiation and in anticipation of this Agreement.

(*Note that the total cost at the time of pre award authority and the total project cost reflected in this agreement are different because after pre award authority, project costs and the funding plan were refined based on actual contract costs.)

6.7 Phased Funding Agreement

Not applicable.

ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION

Table 7-A: Performance Measurement Table identifies the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess the Recipient's progress in achieving grant program goals and objectives. The Recipient will report on these performance measures in accordance with the frequency and duration specified in Table 7-A.

Upon Project completion, the Recipient will submit reports comparing the actual Project performance of the new and or improved asset(s) against the pre-Project (baseline) performance and expected post-Project performance as described in Table 7-A. The Recipient will submit the performance measures report to the Project Manager in accordance with Table 7-A.

Table 7-A: Performance Measurement Table

Goal	Objective	Performance Measure	Description of Measure	Measurement	Reporting
Construction Engineering For Grade Separation	Ensure completion of construction activities in a manner consistent with approved plans, specification and industry standards.	Completion of construction engineering activities to ensure construction of a grade separation structure in a manner consistent with plans, specifications and industry quality and control standards.	<i>Construction engineering for construction of a grade separation structure for Brush College Road over Faries Parkway and the NS tracks in order to ensure construction of the structure in a manner consistent with the approved plans, specifications and industry quality control and assurance standards.</i>	Pre-Project (Baseline) Performance as of: As of July 2023, there is an existing highway/rail crossing (328516E) at the intersection of NS tracks in Decatur, IL and Brush College Road. There is a public grade crossing (291384M) at Brush College Rd and Harrison Ave and a second private at grade crossing at another location along Brush College Rd north of Harrison Ave (291383F). No construction engineering activities required.	Frequency: one time
				Expected Post-Project Performance: Construction engineering for construction of the grade separation structure will be completed in a manner consistent with the approved plans, specification and industry quality control and assurance standards. Grade crossing 291384M will be relocated.	Duration: one time

ARTICLE 8: ENVIRONMENTAL COMPLIANCE

FRA signed a Finding of No Significant Impact (FONSI) for this Project on 10/19/23. The Recipient is responsible for complying with environmental commitments, such as mitigation measures and/or design features, described in the FONSI, as identified in Section 4.4 of this Attachment 2.

Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

ARTICLE 9: CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

9.1 Consideration of Climate Change and Environmental Justice Impacts

Instructions: Insert an "X" in the left column in all applicable rows of the table below. For each row marked, follow the relevant instructions to complete the supporting narrative in Section 9.2 of this Attachment 2. FRA expects the Recipient to mark at least one row in Section 9.1, 10.1, or 11.1 of this Attachment 2. FRA will work with the Recipient prior to obligation to understand and document the how the Recipient has or will consider climate change and environmental justice impacts in developing and implementing the Project.

This Section identifies how the Project addresses climate change and environmental justice priorities. The Recipient certifies that rows marked with "X" in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a Project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>

	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
X	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency. <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Project includes other actions or attributes that address climate change and environmental justice. <i>(Describe those actions in the supporting narrative below.)</i>
	The Project does not include actions or attributes that address climate change and environmental justice but, before beginning construction of the Project, the Recipient will take relevant actions described below to address climate change and environmental justice impacts of the Project. <i>(Identify the relevant actions in the supporting narrative below.)</i>

9.2 Supporting Narrative

Instructions: Provide a brief supporting narrative as indicated in the table above.

A study performed at this crossing indicated about 17 hours of blockage at this location on a weekly basis. As part of the larger Grade Separation effort, this Project will eliminate that blockage which will reduce emissions through a more efficient movement of trucks and passenger vehicles through the corridor. It is estimated that 1.3 million gallons of fuel will be saved from the reduction of idling at the crossing over the 20 years following construction. During this same 20-year time period, it is estimated that the that constructing the Grade Separation will save 87,000 metric tons of CO₂, which will improve the quality of air in the region.

ARTICLE 10: RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

10.1 Efforts to Improve Racial Equity and Reduce Barriers to Opportunity

Instructions: Insert an "X" in the left column in all applicable rows of the table below. For each row marked, follow the relevant instructions to complete the supporting narrative in Section 10.2 of this Attachment 2. FRA expects the Recipient to mark at least one row in Section 9.1, 10.1, or 11.1 of this Attachment 2. FRA will work with the Recipient prior to obligation to help the Recipient understand and document the how the Recipient has or will consider efforts to improve racial equity and reduce barriers to opportunity in developing and implementing the Project.

This Section identifies how the Project addresses efforts to improve racial equity and reduce barriers to opportunity. The Recipient certifies that rows marked with "X" in the following table are accurate:

X-1	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
X-2	The Recipient or a Project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
X-3	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>

	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, the Recipient will take relevant actions described below to improve racial equity and reduce barriers to opportunity. <i>(Identify the relevant actions in the supporting narrative below.)</i>

10.2 Supporting Narrative

Instructions: Provide a brief supporting narrative as indicated in the table above.

- X-1: The Illinois Department of Transportation performs a disadvantaged business review for each Federally funded project and identifies participation goals. The minority participation goal for the larger Grade Separation project was established at 7.6%.
- X-2 The contract includes Equal Employment Opportunities and Labor Compliance Provisions that apply to the prime contractor and all sub-contracts. These are retained in all contractor files. The Contractor is to provide an EEO Workforce Analysis form to the resident engineer monthly.
- X-3 The Grade Separation will include an ADA accessible sidewalk along Brush College Road and includes a walk path along the proposed bridge that spans over Faries Parkway and the Norfolk Southern railroad tracks.

ARTICLE 11: LABOR AND WORK

11.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards

Instructions: Insert an "X" in the left column in all applicable rows of the table below. For each row marked, follow the relevant instructions to complete the supporting narrative in Section 11.2 of this Attachment 2. FRA expects the Recipient to mark at least one row in Section 9.1, 10.1, or 11.1 of this Attachment 2. FRA will work with the Recipient prior to obligation to help the Recipient understand and document the how the Recipient has or will consider efforts to support good-paying jobs and strong labor standards in developing and implementing the Project.

This Section identifies the Recipient's efforts to support good-paying jobs and strong labor standards related to the Project. The Recipient certifies that rows marked with "X" in the following table are accurate:

	The Recipient or a Project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a Project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
X-1	The Recipient or a Project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeships in the supporting narrative below.)</i>
X-2	The Recipient or a Project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a Project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a Project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a Project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a Project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hiring and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take the relevant actions described below. <i>(Identify the relevant actions in the supporting narrative below.)</i>

11.2 Supporting Narrative

Instructions: Provide a brief supporting narrative as indicated in the table above.

- X-1: The Contractor is encouraged to participate in an apprenticeship program in cooperation with area community colleges, including nearby Richland Community College. The program provides a \$15/hour reimbursement for wages paid to apprenticeship program participants. Funding is provided in the contract for 4 Training Program Graduates.
- X-2: The contract requires that as part of the contractor’s equal employment opportunity affirmative action program, on-the-job training will be provided aimed at developing full journeyman in a job or trade classification. The contract requires that 4 trainees be trained under this program. The primary objective of the training is aimed at women and minorities. The length and type of training is to be approved by IDOT and the FHWA. The approved programs must be reasonably calculated to meet the equal employment opportunity obligations of the contractor and qualify



the average trainee for journeyman status. The contractor will be reimbursed \$0.80/hour of training provided to an employee under this program.

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Exhibits

Revision Date: December 11, 2023

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EXHIBIT A: APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this Agreement, the Recipient assures and certifies, with respect to this award, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this Agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this Agreement include, but are not limited to, the following:

GENERAL FEDERAL LEGISLATION

- a. Davis-Bacon Act - 40 U.S.C. § 3141 et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. § 201 et seq.
- c. Hatch Act - 5 U.S.C. § 1501 et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. § 4601 et seq.
- e. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501–312508
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. § 3001 et seq.
- h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401 et seq.
- i. Section 404 of the Clean Water Act, as amended - 33 U.S.C. § 1344
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. § 1536
- k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451 et seq.
- l. Flood Disaster Protection Act of 1973, Section 102(a) – 42 U.S.C. § 4012a
- m. Age Discrimination Act of 1975 - 42 U.S.C. § 6101 et seq.
- n. American Indian Religious Freedom Act, P.L. 95-341, as amended
- o. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- p. Architectural Barriers Act of 1968 - 42 U.S.C. § 4151 et seq.
- q. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701 et seq.
- s. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- t. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321 et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271 et seq.
- v. Federal Water Pollution Control Act, as amended - 33 U.S.C. §§1251–1376
- w. Single Audit Act of 1984 - 31 U.S.C. § 7501 et seq.
- x. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101 et seq.
- y. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
- z. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- aa. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d et seq.
- bb. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- cc. Freedom of Information Act - 5 U.S.C. § 552, as amended
- dd. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1801 et seq.
- ee. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201 et seq.
- ff. Noise Control Act of 1972 – 42 U.S.C. § 4901 et seq.
- gg. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661 et seq.

- hh. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
- ii. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303
- jj. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. §§ 9601–9657
- kk. Safe Drinking Water Act – 42 U.S.C. §§ 300f to 300j-26
- ll. The Wilderness Act – 16 U.S.C. §§ 1131–1136
- mm. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901 et seq.
- nn. Migratory Bird Treaty Act 16 U.S.C. § 703 et seq.
- oo. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- pp. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- qq. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
- rr. Efficient Environmental Reviews - 23 U.S.C. § 139
- ss. Grant Conditions – 49 U.S.C. § 22905
- tt. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

GENERAL FEDERAL REGULATIONS

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department



- of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60 et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- s. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774

Specific assurances required to be included in the Agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this Agreement.

EXHIBIT B: ADDITIONAL STANDARD TERMS

EXHIBIT B.1: TITLE VI ASSURANCES**TITLE VI ASSURANCE**
Implementing Title VI of the Civil Rights Act of 1964, as amended**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND
ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)**Standard Title VI/Non-Discrimination Assurances****DOT Order No. 1050.2A**

By signing and submitting the Application and by entering into this Agreement, the Recipient **HEREBY AGREES THAT**, as a condition to receiving Federal financial assistance from the Federal Railroad Administration (FRA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including FRA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing FRA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FRA. You must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the FRA under this Agreement. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the program or project funded under this Agreement.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the



contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), 23 U.S.C. § 117 and the policies and procedures prescribed by the Federal Railroad Administration (FRA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

EXHIBIT B.2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**2 C.F.R. Parts 180 and 1200**

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FRA approval or that is estimated to cost \$25,000 or more—as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Application and by entering into this Agreement, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust

statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FRA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT B.3: REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the **“SAM”**) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 Prohibition. If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. Mandatory Notice to the USDOT.

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. Flow Down. For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

EXHIBIT B.4: RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT B.5: EQUIVALENT LABOR PROTECTIONS UNDER 49 U.S.C. 22905(c)(2)(B)

This Exhibit provides guidance on the protective arrangements equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization Reform Act of 1976, with respect to employees affected by actions taken in connection with a Project financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B). Fluctuations and changes in volume or character of employment brought about solely by other causes are not within the scope of this Exhibit.

1. Definitions. Whenever used in this Exhibit, capitalized terms shall have the meanings below:

(a) “Average Monthly Compensation” means the total compensation received by a Displaced Employee or a Dismissed Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement or dismissal, divided by twelve (12). The Average Monthly Compensation shall be adjusted to reflect subsequent general wage increases.

(b) “Average Monthly Time” means the total number of hours worked by a Displaced Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement, divided by twelve (12).

(c) “Day” means one 24-hour calendar day (including holidays and weekends) for purposes of calculating deadlines and other timeframes in this Exhibit.

(d) “Displaced Employee” means a Protected Employee who remains employed by a Railroad but, as a result of a Project, is placed in a worse position with respect to compensation and rules governing working conditions. A Protected Employee’s status as a Displaced Employee begins on the date said employee is harmed.

(e) “Dismissed Employee” means a Protected Employee who: (1) as a result of a Project, is deprived of employment with the Railroad because (i) the Railroad eliminates the Protected Employee’s position, or (ii) the Railroad eliminates another employee’s position (and that employee’s exercise of seniority rights results in the Protected Employee’s inability to secure another position by the exercise of the Protected Employee’s seniority rights); and (2) is unable to secure another position by exercise of their seniority rights. A Protected Employee’s status as a Dismissed Employee begins on the date said employee is deprived of employment.

(f) “Project” means any action financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B).

(g) “Protected Employee” means an employee of a Railroad who is affected by actions taken pursuant to a Project, whether the Project is initiated by a Railroad or a Recipient. If a Railroad rearranges or adjusts its forces in anticipation of a Project with the purpose or effect of depriving an employee of benefits to which they otherwise would have become entitled under this Exhibit, then that employee is a Protected Employee under this Exhibit. An employee’s status as a Protected Employee shall continue for the duration of the applicable Protective Period. An employee who solely benefitted as a result of a Project shall not be a Protected Employee under this Exhibit.

(h) “Protective Period” means that period during which a Displaced Employee or a Dismissed Employee is provided the protections described in this Exhibit. The Protective Period begins

on the date an employee of a Railroad is displaced or dismissed and ends after six (6) years. However, the Protective Period for any particular employee shall not continue longer than the period of time the Railroad employed the employee prior to the date of their displacement or dismissal. For purposes of this Exhibit, an employee's length of service shall be determined in accordance with the provisions of Section 7(b) of the Washington Job Protection Agreement of May 1936, as amended.

(i) "Recipient" means any person or entity receiving financial assistance subject to the requirements of 49 U.S.C. § 22905(c), including grantees, subrecipients, contractors, and subcontractors.

(j) "Railroad" means (1) a railroad carrier as defined in 49 U.S.C. § 20102(3), or (2) any person deemed a rail carrier pursuant to 49 U.S.C. § 22905(b).

2. Flow Down.

(a) In accepting financial assistance for a Project, the Recipient is responsible for ensuring the compliance with the protections provided in this Exhibit. The Recipient shall make the acceptance of this Exhibit a condition of any new contract (or incorporate its terms into any existing contract by amendment) that uses funds subject to the requirements of 49 U.S.C. § 22905(c). These conditions shall apply to a Recipient, any Railroad and any contractor of any tier with which the Recipient contracts using funds subject to the requirements of 49 U.S.C. § 22905(c).

(b) The Recipient shall require in an agreement (either in a new agreement or as an amendment to an existing agreement) with a Railroad owning the right-of-way to be improved by a Project that the Railroad notify its employees (or their representatives) of the Project being funded with financial assistance subject to 49 U.S.C. § 22905(c) and the applicability of these protections.

(c) Any Railroad employee (or their representatives) may notify a Recipient of a dispute or controversy relating to the requirements of this Exhibit to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

3. Collective Bargaining Agreements.

(a) **Existing Agreements.** The rates of pay, rules, working conditions, and all collective bargaining and other rights, privileges, and benefits (including continuation of pension rights and benefits) of a Railroad's employees under applicable laws, regulations, and/or existing collective bargaining agreements shall be preserved and remain applicable unless changed by future collective bargaining agreements or applicable statutes or regulations. As applied to the regulation of subcontracting by the Railroads of a Project, the provisions of this section shall mean that a determination of whether or not such work validly may be subcontracted by a Railroad shall not be affected by the fact that the work is being financed by funds subject to the requirements of 49 U.S.C. § 22905(c)(2)(B). Nothing in this Exhibit shall be construed as depriving any Railroad employee of any rights or benefits or eliminating any obligations that such employee may have under any existing contractual or statutory arrangement, including job security agreements, protective conditions, or arrangements.

(b) **Election by Protected Employee.** Where a Protected Employee is eligible for protections under both this Exhibit and another contractual or statutory arrangement, the Protected Employee shall elect between the protection under this Exhibit and protection under such other arrangement. After

such an election, the Protected Employee shall be protected only by the arrangement that they elect. The Protected Employee shall not be entitled to any protection or benefit (regardless of whether such benefit is duplicative) under the arrangement that they do not elect. However, if the elected protection expires pursuant to the terms of the arrangement that governs the elected protection, the Protected Employee is entitled to protection under the arrangement not originally elected for the remainder, if any, of the Protective Period.

4. Change in Operations, Services, Facilities, or Equipment.

(a) **Notice.** When a Railroad contemplates a change or changes in its operations, services, facilities, or equipment as a result of a Project, which may cause the dismissal or displacement of Protected Employees or rearrangement of forces involving such employees, it shall give at least sixty (60) days' written notice of such intended changes to both Protected Employees and their duly authorized representatives (if applicable). Such notice shall contain a full and adequate description of the proposed changes, including an estimate of the number of Protected Employees of each class affected by the intended changes.

(b) **Negotiations.**

(i) **Initiation of Negotiation.** Within sixty (60) days after the Railroad issues a notice under Section 4(a) of this Exhibit, the Railroad or the Protected Employees (or their representatives) may, by written notice to the other party, request a meeting and opportunity to negotiate an agreement with respect to the application of the terms and conditions of this Exhibit. These negotiations shall commence within fourteen (14) days from the receipt of such request.

(ii) **Subject of Negotiations.** Each change to rail operations, services, facilities, infrastructure, or equipment (including rights-of-way, track, and signal and crossing systems) that may result in dismissal or displacement of Protected Employees or rearrangement of forces involving such employees shall be subject to review and negotiation by the parties, but only to the extent necessary to ensure compliance with this Exhibit. For any contemplated rearrangement of rail forces, the Railroad and the representative(s) of the Protected Employees shall agree on the method of selection of employees to be moved, and the assignment of those employees to new roles.

(c) **Arbitration.** If the Railroad and the representative(s) of the Protected Employees fail to agree within forty-five (45) days from the initial meeting and opportunity to negotiate, either party may submit the dispute for arbitration in accordance with the following procedures:

(i) **Notice & Selection of Arbitrator.** Within ten (10) days after either party has notified the other in writing of their desire to submit the dispute for arbitration, the parties shall select a neutral arbitrator. If the parties cannot agree upon the selection of said arbitrator, then the parties shall submit a request to the National Mediation Board to appoint an arbitrator. In either case, a hearing shall be scheduled no later than thirty (30) days after an arbitrator has been appointed.

(ii) Binding Decision. The decision of the arbitrator shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the date of the commencement of the hearing of the dispute.

(iii) Expenses. The salary and expenses of the arbitrator shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(d) Implementation. If a notice is issued under Section 4(a), the Railroad shall not implement such a change or changes until: (i) sixty (60) days after the notice in accordance with Section 4(a), if no party requests a meeting and opportunity to negotiate; (ii) the parties reach agreement pursuant to Section 4(b), if a party requests a meeting and opportunity to negotiate; or (iii) a referee has rendered a decision pursuant to Section 4(c).

5. Protections for Displaced Employees

(a) Displacement Allowances.

(i) In General. If a Displaced Employee is unable, in the normal exercise of such employee's seniority rights under existing agreements, rules and practices, to obtain a position that is compensated equal to or exceeding the compensation the Displaced Employee received in the position from which such employee was displaced, then the Displaced Employee shall, during the Protective Period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by the Displaced Employee in the position in which such employee is retained and the Average Monthly Compensation received by the Displaced Employee in the position from which such employee was displaced (the "Displacement Allowance").

(ii) Application of Displacement Allowance. If a Displaced Employee's compensation in that employee's retained position is less in any month in which such employee performs work than the Average Monthly Compensation, then the Displaced Employee shall be paid the difference between the current compensation and the Average Monthly Compensation. However, the Displacement Allowance shall be reduced by the Displaced Employee's time lost as a result of voluntary absences, to the extent that the Displaced Employee is not available for service equivalent to the Displaced Employee's Average Monthly Time. If, on the other hand, the Displaced Employee, in such employee's retained position, works in excess of the Average Monthly Time in any given month, then the Displaced Employee shall be additionally compensated for such excess time at the rate of pay of the employee's retained position. If a Displaced Employee fails to exercise their seniority rights to secure another position available to the employee which does not require a change in such employee's place of residence, to which the employee is entitled under the working agreement, and which carries a rate of pay and compensation exceeding those of the position that the employee elects to retain, then the Displaced Employee shall thereafter be treated for the purposes of this section as occupying the position such employee elects to decline.

(iii) Early Expiration. The Displacement Allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement, or dismissal for justifiable cause.

(b) **Moving Expenses.** Any Protected Employee retained in the service of a Railroad, or who is later restored to service after being entitled to receive a Dismissal Allowance, and is required to change the point of such employee's employment as a result of the Project, and within the employee's Protective Period is required to move the employee's place of residence, shall be reimbursed for all expenses of moving the employee's household and other personal effects, including travel expenses, temporary living expenses, and any actual wage loss during the time necessary to make the move, and for a reasonable time thereafter, not to exceed five (5) days.

(i) **Prior Agreement.** The exact extent of the responsibility of a Railroad under this Section and the ways and means of transportation shall be agreed upon in advance by the Railroad and the Protected Employee or their representatives.

(ii) **Exception.** Changes in residence that are not a result of a Project, which are made after the initial change and that grow out of the normal exercise of seniority rights, are not within the purview of this Section.

(iii) **Furloughed Employees.** The Railroad shall, to the same extent provided above, assume the moving expenses outlined in Section 5(b) for an employee furloughed within three (3) years after changing such employee's point of employment as a result of a Project, who elects to move their place of residence back to their original point of employment.

(iv) **Reimbursement.** A claim for reimbursement shall be paid under the provisions of this Section within sixty (60) days after it is submitted, unless disputed by the Railroad, but no claim shall be paid if presented to the Railroad more than ninety (90) days after the date on which the expenses were incurred.

(c) **Losses from Home Sale or Contract Termination.** Any Displaced Employee who is retained in the service of a Railroad (or who is later restored to service after being entitled to receive a dismissal allowance), and who is required to change the point of such employee's employment during the Protective Period as a result of a Project, is entitled to the following:

(i) **Home Sale for Less Than Fair Market Value.** If the Displaced Employee owns their place of residence in the locality from which such employee is required to move, then at the Displaced Employee's option, the Railroad shall reimburse the Displaced Employee for the difference between the actual sale price and the fair market value of the employee's place of residence. The Railroad shall pay such difference within sixty (60) days after the Displaced Employee has filed a claim for such loss in accordance with Section 5(c)(vi), unless a controversy arises as to which Section 5(c)(vii) applies. In each case, the fair market value of the home in question shall be determined without consideration of the Project. The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Displaced Employee to any other person.

(ii) **Election to Receive Closing Costs.** The Displaced Employee may elect to waive the provisions of Section 5(c)(i) and to receive, in lieu thereof, an amount equal to the closing costs that are customarily paid for and assumed by a seller of real estate in the jurisdiction in which the employee's residence is located. Such costs shall include customary fees paid to a licensed realtor (not to exceed six percent (6%) of the final sale price) and any prepayment penalty required by any mortgagor or beneficiary of a deed of trust. Such costs shall not include

the payment of any mortgage discount points or similar interest discount fees by the Displaced Employee.

(iii) Pending Contract to Purchase. If a Displaced Employee has entered into a contract to purchase a place of residence, but due to a Project must cancel that contract, the Railroad shall indemnify the Displaced Employee against any losses due to such cancellation, and shall relieve the Displaced Employee from any further obligation under the contract.

(iv) Unexpired Lease. If the Displaced Employee holds an unexpired lease of a dwelling as the employee's primary place of residence, and the Displaced Employee must cancel the lease due to a Project, the Railroad shall indemnify the Displaced Employee from all costs and liability arising from said cancellation.

(v) Exclusions. Any change in residence that is not due to or caused by a Project, or that resulted from the normal exercise of a Protected Employee's seniority rights, shall not be within the purview of this Section.

(vi) Notification of Claims. A Displaced Employee shall notify, in writing, the Railroad of such employee's claim arising from this Section 5(c) within one (1) year of the date the Displaced Employee's claim accrues.

(vii) Home Value Disagreements. In the event of disagreement between a Railroad and a Displaced Employee as to the value of a Displaced Employee's claim, either party (or their representatives) may request, in writing, a joint conference to resolve the disagreement.

A. Real Estate Appraisers. If the parties are unable to resolve the disagreement, either party may refer the disagreement to two licensed real estate appraisers, one of whom shall be selected by the Displaced Employee (or such employee's representatives), and one of whom shall be selected by the Railroad. If the two selected real estate appraisers are unable to agree on a valuation within thirty (30) days, the selected real estate appraisers shall designate (or agree to a method by which to select) a third licensed real estate appraiser within ten (10) days. If unable to agree on a selection, either party may request the National Mediation Board to designate within twenty (20) days a third licensed real estate appraiser. A decision by two of the three licensed real estate appraisers shall be required to determine the value in dispute. Said decision shall be final and conclusive.

B. Payment of Expenses. The salary and expenses of the third or neutral appraiser shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Failure to Exercise Seniority Rights. If a Displaced Employee is able but does not exercise such employee's seniority rights to secure another position that does not require a change in the employee's primary place of residence, the Displaced Employee shall not be entitled to moving expenses or protections due to the sale of a home outlined in Sections 5(b)&(c).

6. Protections for Dismissed Employees.

(a) **Dismissal Allowance.** A Dismissed Employee shall be paid a monthly dismissal allowance from the date they are deprived of employment through the Protective Period.

(i) **Monthly Dismissal Allowance Calculation.** The monthly dismissal allowance shall be equivalent to the Average Monthly Compensation received by the Dismissed Employee in the last twelve (12) months of employment prior to the employee's dismissal.

(ii) **Submission of Claim.** A claim for the initial month of a dismissal allowance shall be paid within ninety (90) days and a claim for a subsequent month shall be paid within sixty (60) days after the claim is filed by the Dismissed Employee, unless the claim is disputed by the Railroad pursuant to Section 8 of this Exhibit.

(iii) **Reduction or Suspension of Dismissal Allowance.** If a Dismissed Employee accepts new employment (or reemployment by the dismissing Railroad) during the Protective Period, the dismissal allowance shall be reduced such that the accepted monthly compensation at the then-current position (including any unemployment insurance compensation received) plus the dismissal allowance is equivalent to the Dismissed Employee's Average Monthly Compensation. If the compensation of the Dismissed Employee's then-current employment is greater than the dismissal allowance, the dismissal allowance shall be suspended. Such reduction or suspension shall continue for the duration of the Protective Period, unless and until the Dismissed Employee's then-current compensation is reduced or eliminated. Prior to dismissal, such Dismissed Employee (or their representative) and the dismissing Railroad shall agree upon a procedure by which such Railroad shall be informed of the earnings and benefits of such Dismissed Employee in their new position of employment.

(iv) **Early Termination.** The dismissal allowance shall cease prior to the expiration of the Protective Period in the event of the Dismissed Employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure without good cause to return to service after being notified in accordance with an applicable working agreement, or failure without good cause to accept a comparable position that does not require a change of residence, for which the Dismissed Employee is qualified and eligible with the Railroad from which such employee was dismissed after being notified, if the employee's return does not infringe upon employment rights of other employees under a working agreement.

(b) **Separation Allowance.** A Dismissed Employee may, at such employee's option, within seven (7) days of dismissal or an arbitration award establishing the employee's status as a Dismissed Employee, resign and (in lieu of all other benefits and protections provided in this Exhibit) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936, as amended.

(c) **Priority of Employment or Re-Employment.** Any Protected Employee whose employment is terminated or who is furloughed as a result of a Project shall, if they so request, be granted priority of employment or re-employment to fill a position comparable to that which they held on the Railroad (even if in a different craft or class), so long as they are qualified, or by training or retraining can become physically and mentally qualified, for the position. However, such priority of

employment or re-employment must not be in contravention of any relevant collective bargaining agreements.

(i) **Training or Re-Training.** In the event such training or retraining is requested by a Protected Employee pursuant to Section 6(c), the Railroad shall provide such training or retraining at no cost to the Protected Employee.

(ii) **Waiver of Protections.** If a Protected Employee who has made a request under Section 6(c) fails without good cause within ten (10) days to accept an offer of a comparable position for which such employee has satisfactorily completed such training, the Protected Employee shall, upon the expiration of such ten (10) day period, forfeit all rights and benefits under this Exhibit.

7. Fringe Benefits. No Protected Employee shall be deprived during the Protective Period of any (non-salary) rights, privileges, or benefits attached to such employee's previous employment under the terms and conditions of an existing employment agreement (including, but not limited to, free transportation, hospitalization, pensions, insurance, or vacation benefits), so long as such rights, privileges, or benefits continue to be accorded to other employees of the Railroad, in active service or on furlough as the case may be, to the extent that such rights, privileges, or benefits can be so maintained under present authority of law, corporate action, or through future authorization.

8. Arbitration of Disputes.

(a) **Scope.** Any dispute under these conditions not settled by the relevant parties will be resolved in arbitration as provided herein. In the event a Railroad and the Protected Employee(s) (or their representatives) cannot settle a dispute or controversy with respect to the interpretation, application, or enforcement of any provision of this Exhibit (other than those Sections of this Exhibit that provide for another means of dispute resolution) within thirty (30) days after the dispute arises, either party may refer the dispute to an arbitration committee. The affected Protected Employee(s) (or their representatives) may notify a Recipient of a dispute or controversy under this Section 8 to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

(b) **Notice.** The party referring the dispute to an arbitration committee shall notify the other party in writing of its intent to refer a dispute or controversy to an arbitration committee.

(c) **Selection of Members.** Within ten (10) days of receipt of the written notice, each party to the arbitration shall select one (1) member of the committee, and the members thus chosen shall select an additional, neutral member to serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or a senior officer designated by the Railroad or the Recipient, as the case may be, shall be deemed the selected member. Should the members be unable to agree upon the appointment of the neutral member within ten (10) days, the parties shall then within an additional ten (10) days agree to a method by which a neutral member shall be appointed; failing such agreement, either party may request the National Mediation Board to designate within twenty (20) days the neutral member whose designation will be binding upon the parties.

(d) **Multiple Representatives.** In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the Railroad or Recipient may appoint additional representatives equivalent to the number of labor

organization representatives; provided, however, that the decision in such case shall be made by the neutral member.

(e) **Decisions Binding.** The decision, by majority vote except as provided otherwise in paragraph (d) of this Section, of the arbitration committee shall be final, binding, conclusive, and rendered within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed.

(f) **Expenses.** The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding, and all other expenses shall be paid by the party incurring them.

9. Classification of a Protected Employee. In the event an employee (or their representatives) cannot settle a dispute or controversy with the Railroad or the Recipient as to whether or not a particular employee would be affected by a Project, either party may refer the dispute to an arbitration committee within thirty (30) days after the dispute arises pursuant to the arbitration procedures in Section 8. For any such dispute, the employee of a Railroad shall have the burden to identify, with reasonable specificity, the Project that allegedly affected them, and to specify the pertinent facts of that Project, including the change or changes resulting from the Project that allegedly affected them. The burden shall then shift to the Railroad or Recipient to show that factors other than a change resulting from the Project affected the employee. The employee shall prevail on this issue if it is established that the Project had an effect upon the employee, even if other factors also may have affected the employee.

10. Resolution of Disputes for Non-Bargaining Unit Protected Employees. Any Protected Employee who is not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under this Exhibit. In the event any dispute arises between a Railroad and an employee not represented by a labor organization with respect to the interpretation, application, or enforcement of any provision of this Exhibit that cannot be settled by the parties within thirty (30) days after the dispute arises, either party may, as an alternative to the dispute resolution procedures outlined in this Exhibit, refer the dispute within ninety (90) days after the dispute arises to the Secretary of Labor for determination. The determination of the Secretary of Labor, or their designated representative, shall be final and binding on the parties.

11. Severability. In the event any provision of this Exhibit is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Exhibit shall not be affected.

EXHIBIT C: QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS

FRA GRANT/COOPERATIVE AGREEMENT
Quarterly Progress Report

A. Submission Information

1. Report Submission Date (mm/dd/yy): 2. Report Quarter: - 3. FFY: -

4. Agreement Number	5. Project Title		6. Project Type
7. Completed By (Name)	8. Title	9. Email	10. Phone

11. Certification: By checking this box, I certify that I have reviewed this report and that, to the best of my knowledge, the report is complete, accurate, and meets the terms and conditions of the award.

B. Overall Project Status

	a. Status	b. Explanation
12. Scope	Off-Track	
13. Schedule	Off-Track	
14. Budget	Off-Track	

15. Significant Activities this Quarter	16. Significant Activities Planned for Next Quarter

17. Amendment Request?	17 a. Status	17 b. Explanation
Yes	N/A	

C. Financial Status

Budget Status

18. Budget Changes?	18 a. Status	18 b. Explanation
Yes	N/A	

Expenditures and Reimbursement Status

Funding Source	Actual Expenditures this Quarter
19. FRA Grant:	
20. Grantee Match:	
21. Other Federal Funds:	
22. Total:	\$ 0.00

23. Accomplishments Related to Expenditures in this Quarter	24. Accomplishments Related to Expenditures in other Quarters (if applicable)

Reimbursement Forecast

25. Planned Reimbursement Requests to FRA		26. Unliquidated Obligations	
25 a. Next Quarter	25 b. Next Four Quarters (Cumulative)	26 a. Any reported on this quarter's SF-425?	26 b. Explanation
		No	

D. Major Milestones

If your project contains one or more of the following components, please report on all that apply:

		Completion Date mm/dd/yy			
27. Milestone Name	28. Status	29. Planned	30. Actual	31. Change to Status?	32. Status Notes
All Projects					
27 a. Award of Sub-Contract(s)	Off-Track			N/A	
27 b. Project Work Begun	Off-Track			N/A	
27 c. Project Substantially Complete	Off-Track			N/A	
Projects with a Construction Component					
27 d. Construction Notice to Proceed Issued	Off-Track			N/A	
27 e. ROW Acquisition Complete	Off-Track			N/A	
27 f. Construction Ground-Breaking	Off-Track			N/A	
27 g. Construction Substantially Complete	Off-Track			N/A	
27 h. Environmental Mitigation Substantially Complete	Off-Track			N/A	
27 i. Ribbon-Cutting Ceremony	Off-Track			N/A	
27 j. Commencement of Service	Off-Track			N/A	
Projects with a Rolling Stock Component					
27 k. Test Vehicle Complete	Off-Track			N/A	
27 l. First Rolling Stock Delivery	Off-Track			N/A	

E. Statement of Work Task Status

				Completion Date (mm/dd/yy)			
33. Task #	34. Task Name	35. Status	36. Task Started?	37. Planned	38. Actual	39. Percent Complete (%)	40. Change to Status?
1	Pre-populated	Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
	Contingency (optional)			Page 171 of 320			

41. Status Notes

APPENDIX A

PRIOR COUNCIL ACTION:

1. **July 6, 2010** – City Council approved Resolution R2010-140, authorizing an engineering design services agreement with URS Corporation (now AECOM) to perform preliminary design work to improve the Brush College Road crossing of the Norfolk Southern rail yard south of Faries Parkway. The design services agreement was for \$811,000 and was paid for by an “Illinois Jobs Now!” grant from the State of Illinois.
2. **July 6, 2010** – City Council approved Resolution R2010-141, authorizing a Local Agency Agreement with the Illinois Department of Transportation to provide \$811,000 to fund the design agreement between the City and URS Corporation.
3. **November 9, 2011** – City Council approved Resolution R2011-175, authorizing a change order to the agreement with URS Corporation to provide an additional \$587,714 to expand the project to include a structure crossing Faries Parkway. The total design agreement increased to \$1,398,714.35.
4. **November 21, 2011** – City Council approved Resolution R2011-177, authorizing an agreement with the Norfolk Southern Corporation in the amount of \$26,845 to review and comment on the preliminary design for the proposed rail yard crossing.
5. **July 16, 2013** – City Council approved Resolution R2013-71, authorizing a change order to the agreement with URS Corporation to provide an additional \$39,998. The total design agreement increased to \$1,438,712.35.
6. **May 18, 2015** – City Council approved Resolution R2015-54, authorizing a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) of Decatur, IL, for the not-to-exceed amount of \$2,156,599 to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
7. **May 18, 2015** – City Council approved Resolution R2015-55, authorizing a Local Agency Agreement for State Participation to fund \$2,006,014 of the project costs through an Illinois Jobs Now! Grant.
8. **April 17, 2017** – City Council approved Resolution R2017-47, terminating a \$2,156,599 Engineering Services Agreement with AECOM Technical Services, Inc. of Decatur, IL, to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
9. **August 7, 2017** – City Council approved Resolution R2017-96, authorizing a professional services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project for a fee not to exceed \$168,375.
10. **August 7, 2017** – City Council approved Resolution R2017-97, authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now! Funds

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

11. **October 1, 2018** – City Council approved Resolution R2018-127, authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized up to \$2,400,000 in Federal funds which represents 80% of \$3,000,000. Only a portion of the requested engineering services funding was authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission.
12. **October 1, 2018** – City Council approved Resolution R2018-128, appropriating \$600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.
13. **October 1, 2018** – City Council approved Resolution R2018-129, authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
14. **October 1, 2018** – City Council approved Resolution R2018-130, authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
15. **December 17, 2018** – City Council approved Resolution R2018-160, authorizing an Amendment to the Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform additional land acquisition services for the Brush College Road Improvement Project for an additional fee of \$339,311 which is added to the original fee of \$168,375 for a total fee of \$507,686.
16. **August 19, 2019** – City Council approved Resolution R2019-115 authorizing the purchase of the property located at 3915 Faries Parkway to provide right of way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. The Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursement.
17. **August 19, 2019** – City Council approved Resolution R2019-116 authorizing a Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of Right of Way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
18. **August 19, 2019** – City Council approved Resolution R2019-117 appropriating \$3,218,000 of State Motor Fuel Tax funds for the purpose of paying the City's portion of the Local Public

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

19. **August 19, 2019** – City Council approved Resolution R2019-118 authorizing an agreement between the City of Decatur and Ameren Illinois Company to relocate their electrical substation located at 1840 North Brush College Road for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
20. **October 21, 2019** – City Council approved Resolution R2019-154 authorizing the purchase of 1940 North Brush College Road for \$250,000 in State Motor Fuel Tax funds which includes \$200,000 for purchase of the property and \$50,000 for anticipated relocation reimbursement.
21. **October 21, 2019** – City Council approved Resolution R2019-155 authorizing the purchase of 3925 East Faries Parkway for \$194,600 in State Motor Fuel Tax funds which includes \$164,600 for purchase of the property and \$30,000 for anticipated relocation reimbursement.
22. **October 21, 2019** – City Council approved Resolution R2019-156 authorizing the purchase of the vacant lot immediately to the west of 3925 East Faries Parkway for \$5,300 in State Motor Fuel Tax funds. This property is a parking lot so no relocation benefits can be claimed.
23. **December 30, 2019** – City Council approved Resolution R2019-220 authorizing an additional \$874.89 to pay for relocation expenses for the purchase of the property located at 3915 Faries Parkway. The original Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursements. The anticipated \$40,000 allocated for relocation and moving reimbursements will total \$40,874.89 which exceeded the authorized amount by \$874.89.
24. **January 21, 2020** – City Council approved Resolution R2020-07 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$2.2 million for a total of \$5.8 million in Federal funds from the \$25 million Illinois Competitive Freight Program grant awarded to the City.
25. **March 16, 2020** – City Council approved Resolution R2020-44 authorizing the purchase of 1980 N Brush College Road for \$2,000,000 in State Motor Fuel Tax funds which includes \$900,000 for purchase of the property and \$1,100,000 for anticipated relocation reimbursement.
26. **March 16, 2020** – City Council approved Resolution R2020-45 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road / Faries Parkway The Amendment Authorizes an additional \$950,000 in Grade Crossing Protection Funds.
27. **May 4, 2020** – City Council approved Resolution R2020-70 authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the

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

28. **September 8, 2020** – City Council approved Resolution R2020-119, authorizing Supplement #1 of \$576,078 for a total design fee of \$3,925,745, with \$3,350,000 being reimbursed by the Freight Program, to the professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road/Faries Parkway railroad grade separation project.
29. **September 8, 2020** – City Council approved Resolution R2020-120 authorizing Supplement #1 to the Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc.
30. **January 4, 2021**- City Council approved Resolution R2021-01 authorizing the purchase of 2112 N Brush College Road for \$57,100 in State Motor Fuel Tax funds with an expected \$45,680 reimbursement from the Illinois Competitive Freight Program.
31. **February 1, 2021**- City Council approved Resolution R2021-13 authorizing the purchase of property and temporary easements on the Northeast Corner of North Brush College Road and Faries Parkway for \$13,840 in State Motor Fuel Tax funds with an expected \$11,072 reimbursement from the Illinois Competitive Freight Program.
32. **March 1, 2021** – City Council approved Resolution R2021-30 authorizing the purchase of property owned by Archer Daniels Midland Company for \$398,600 in State Motor Fuel Tax Funds with an expected \$318,800 reimbursement from the Illinois Competitive Freight Program
33. **July 19, 2021**- City Council approved Resolution R2021-125 authorizing an authority to work agreement with AT&T to relocate terminal box for Brush College Road Grade Separation Project in the amount of \$153,363.66.
34. **July 19, 2021**- City Council approved Resolution R2021-127 authorizing a construction maintenance agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project in the amount of \$776,481.
35. **September 20, 2021**- City Council approved Resolution R2021-177 amending an agreement for preliminary engineering services with Norfolk Southern Railway Company for the Brush College Road Grade Separation Project in the amount of \$20,481 added to the original agreement of \$18,596 for a total of \$39,077.
36. **November 15, 2021**- City Council approved Resolution R2021-212 authorizing a public improvements agreement with the Norfolk Southern Railway Company for the Brush College Road Grade Separation Project for a fee of \$600,506.
37. **December 6, 2021**- City Council approved Resolution R2021-218 approving a local public agency engineering services agreement with AECOM Technical Services, Inc. for the Brush College/Faries Parkway Grade Separation Project City Project 2009-33 Section No. 09-00933-01-BR for a fee not to exceed \$4,542,821.

38. **January 18, 2022-** City Council approved Resolution R2022-10 authorizing Local Agency Agreement for Federal Participation with the State of Illinois for the Brush College Road/Faries Parkway Grade Separation City Project 2009-363 Section 09-00933-01-BR for fee not to exceed \$3,916,436.00.
39. **July 5, 2022-** City Council approved Resolution R2022-106 accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company Inc. for Brush College Buildings Demolition City Project 2009-33 in the amount of \$397,322.00.
40. **May 15, 2023-** City Council approved Resolution R2023-96 authorizing a Joint Funding Agreement for the Construction of the Brush College Road Grade Separation at Faries Parkway.
41. **May 15, 2023-** City Council approved Resolution R2023-98 approving a Local Public Agency. Engineering Services Agreement with AECOM Technical Services, Inc. Construction Engineering Services for Brush College/Faries Parkway Grade Separation Project.
42. **May 15, 2023-** City Council approved Resolution R2023-99 authorizing Supplement #2 to the Professional Services Agreement with AECOM to add \$580,000 in Design Services costs for the Brush College Road Grade Separation over Faries Parkway and the Norfolk Southern Railroad.
43. **May 15, 2023-** City Council approved Resolution R2023-100 authorizing Supplement #2 to the. Local Public Agency Engineering Services Agreement with AECOM Technical Services, Inc.
44. **August 21, 2023-** City Council approved Resolution R2023-175 authorizing a Letter of Amendment between the City of Decatur and the Norfolk Southern Railway Company for a fee of \$545,329.
45. **September 18, 2023-** City Council approved Resolution R2023-22 authorizing Supplement #1 to the Local Agency Engineering Services Agreement with AECOM Technical Services, Inc.
46. **February 5, 2024-** City Council approved Resolution R2024-39 authorizing a letter of Amendment to the Construction and Maintenance Agreement with the Illinois Central Railroad Company for Brush College Road Grade Separation Project.
47. **June 17, 2024-** City Council approved Resolution R2024-252 authorizing Amendment #3 to the Local Public Agency Agreement for Federal Participation for Utility Adjustments for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks.
48. **June 17, 2024-** City Council approved Resolution R2024-253 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Construction for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks.
49. **June 17, 2024-** City Council approved Resolution R2024-254 authorizing Amendment #3 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks.

Public Works

DATE: 7/2/2024

MEMO: 2024-94

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT:
Resolution authorizing a grant agreement with the Federal Railroad Administration for a \$16 million Railroad Crossing Elimination (RCE) Grant for the Construction of the Brush College/Faries Parkway Grade Separation Project.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Grant Agreement with the Federal Railroad Administration for a \$16 Million Railroad Crossing Elimination (RCE) Grant for the Construction of the Brush College/Faries Parkway Grade Separation Project	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A RAILROAD CROSSING ELIMINATION GRANT
AGREEMENT FOR CONSTRUCTION OF THE IMPROVEMENT OF BRUSH
COLLEGE ROAD OVER FARIES PARKWAY AND THE NORFOLK SOUTHERN
RAILROAD TRACKS
CITY PROJECT 2009-33**

WHEREAS, the City of Decatur endeavors to improve a segment of Brush College Road by construction of a grade separation at Faries Parkway,

WHEREAS, the cost of said improvement has necessitated the use of Federal funds, and;

WHEREAS, the Federal fund source is through a Railroad Crossing Elimination Grant, administered by the Federal Railroad Administration, which requires a match of non-federal funds, and;

WHEREAS, the Federal funding requires a Grant Agreement with the Federal Railroad Administration.

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

Section 1. That the City Council of the City of Decatur, Illinois authorizes Grant Agreement Number 69A36524420080CCDIL for Sixteen Million Dollars (\$16,000,000) in Railroad Crossing Elimination Grant Funds for the Construction of the aforementioned project known as City Project 2009-33.

Section 2. That the Director of Public Works is hereby, authorized and directed to execute the above-mentioned Grant Agreement in GrantSolutions and any other such documents related to the advancement and completion of said project, hereto attached as Exhibit A.

PRESENTED and ADOPTED this 15th day of July 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



U.S Department of Transportation

Federal Railroad Administration

Grant Agreement

1. RECIPIENT NAME AND ADDRESS

1 Gary K Anderson Plz
Decatur, IL 62523-1005

2. AGREEMENT NUMBER:

3. AMENDMENT NO.

4. PROJECT PERFORMANCE PERIOD: FROM TO

5. FEDERAL FUNDING PERIOD: FROM TO

1A. IRS/VENDOR NO.

1B. UEI. HCL3MP6L8XV5 1C. DUNS.

6. ACTION New

7. CFDA#:

TITLE

FEDERAL

NON-FEDERAL

TOTAL

8. PROJECT TITLE

Brush College Road and Faries Parkway Grade Separation Project

9. PREVIOUS AGREEMENTS

0.00

0.00

0.00

10. THIS AGREEMENT

16,000,000.00

5,516,329.00

21,516,329.00

11. TOTAL AGREEMENT

16,000,000.00

5,516,329.00

21,516,329.00

12. INCORPORATED ATTACHMENTS

THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

Attachment 1, General Terms and Conditions; Attachment 2, Project-Specific Terms and Conditions; Attachment 3, Exhibits

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT

Sections 22104 and 22305 of the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58 (2021); 49 U.S.C. § 22909 / Advanced Appropriation in the IIJA, Division J, Title VIII, Public Law 117-58 (2021)

14. REMARKS

GRANTEE ACCEPTANCE

AGENCY APPROVAL

15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

17. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL

16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL

16A. DATE

18. SIGNATURE OF AUTHORIZED FRA OFFICIAL

18A. DATE

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41010

20. ORGANIZATION CODE: 9000000000

21. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER

FUND

BY

BPAC

AMOUNT

69A36524420090RCEIL

AWARD ATTACHMENTS

CITY OF DECATUR

69A36524420090RCEIL

1. Attachment 1, General Terms and Conditions
2. Attachment 2, Project-Specific Terms and Conditions
3. Attachment 3, Exhibits

Attachment 1

GENERAL TERMS AND CONDITIONS

Revision Date: February 15, 2024

General Terms and Conditions

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ATTACHMENT 1

This Grant Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the Recipient identified in Attachment 2: Project-Specific Terms and Conditions. This Agreement, including the Agreement cover sheet, this Attachment 1, Attachment 2, and Exhibits A–C, constitutes the entire Agreement between FRA and the Recipient regarding the Project as defined in Attachment 2. All prior discussions and understandings concerning the scope and subject matter of this agreement are superseded by this Agreement.

This Agreement is governed by and subject to 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the U.S. Department of Transportation (USDOT) implementing regulations at 2 C.F.R. part 1201.

ARTICLE 1: TERMS AND CONDITIONS

1.1 General Terms and Conditions

This Attachment 1: General Terms and Conditions, is part of the Agreement between FRA and the Recipient. This Attachment 1 contains the standard terms and conditions governing the administration of this Agreement and the execution of the Project. The General Terms and Conditions incorporate by reference the information contained in Attachment 2 and the Exhibits to this Agreement.

1.2 Project-Specific Terms and Conditions

Attachment 2: Project-Specific Terms and Conditions, is part of the Agreement between FRA and the Recipient. Attachment 2 contains Project-Specific Terms and Conditions, which may include special terms and conditions.

1.3 Program-Specific Clauses

Article 26 of this Attachment 1 contains the applicable program-specific clauses. The Recipient will comply with the program-specific clauses below that are associated with the grant program identified in Attachment 2 of this Agreement. In the event that the Recipient's grant is not authorized under a program listed below, Article 26 does not apply.

(a) For Projects funded under the Interstate Rail Compacts program (49 U.S.C. § 22910), the Recipient will comply with the program-specific clauses in Article 26.1.

(b) For Projects funded under the Railroad Crossing Elimination program (49 U.S.C. § 22909), the Recipient will comply with the program-specific clauses in Article 26.2.

(c) For Projects funded under the Consolidated Rail Infrastructure and Safety Improvements program (49 U.S.C. § 22907), the Recipient will comply with the program-specific clauses in Article 26.3.

(d) For Projects funded under the Restoration and Enhancement program (49 U.S.C. § 22908), the Recipient will comply with the program-specific clauses in Article 26.4.

(e) For Projects funded under the Federal-State Partnership for Intercity Passenger Rail program (49 U.S.C. § 24911) and Federal-State Partnership for State of Good Repair (as authorized in Sections 11103 and 11302 of the Passenger Rail Reform and Investment Act of 2015 (Title XI of the Fixing America's Surface Transportation (FAST) Act, Pub. L. No. 114-94 (2015))), the Recipient will comply with the program-specific clauses in Article 26.5.

1.4 Exhibits

Exhibits A–C are part of the Agreement between FRA and the Recipient. The Recipient will comply with Exhibits A–C.

ARTICLE 2: FRA ROLE AND RESPONSIBILITIES

2.1 FRA Role

(a) FRA is responsible for funding disbursements to the Recipient under this Agreement. FRA will also conduct oversight and monitoring activities to assess Recipient progress against established performance goals and to assess compliance with terms and conditions, including the Statement of Work and other requirements of this Agreement.

(b) If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Recipient in Project activities.

(c) If this award is made as a Grant, FRA will not have substantial programmatic involvement.

2.2 FRA Professional Staff

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate. FRA professional staff may include the following:

(a) Financial Analyst. The Financial Analyst will serve as the Recipient's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring.

(b) Grant Manager. The Grant Manager will serve as the Recipient's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Project Manager to facilitate effective Project delivery.

(c) Project Manager. The Project Manager will serve as the Recipient's point of contact for the technical aspects of Project delivery. The Project Manager coordinates Project deliverable review, provides technical assistance to the Recipient, and generally assesses Project progress and performance.

ARTICLE 3: RECIPIENT ROLE

3.1 Representations and Acknowledgments on the Project

(a) The Recipient represents that:

- (1) all material statements of fact in the Application were accurate when the Application was submitted and now; and
- (2) the Recipient read and understands the terms and conditions in Attachment 1 and Attachment 2 of this Agreement, the applicable program-specific clauses in Article 26 of this Attachment 1, and the information and conditions in the Exhibits.

(b) The Recipient acknowledges that:

- (1) the terms and conditions impose obligations on the Recipient and that the Recipient's non-compliance with the terms and conditions may result in remedial action, including terminating the Agreement, disallowing costs incurred for the Project, requiring the Recipient to refund Federal contributions to FRA, and reporting the non-compliance in the Federal-government-wide integrity and performance system. Recipient acknowledges that the terms and conditions impose such obligations on the Recipient whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.
- (2) The Recipient acknowledges that the requirements of this Agreement apply to the entire Project, including Project costs satisfied from sources other than Agreement Federal Funds.

(c) By entering into this Agreement with FRA, the Recipient agrees to comply with the terms and conditions in Attachment 1 and Attachment 2, including applicable program-specific clauses in Article 26 of this Attachment 1, Exhibits A–C, and all applicable Federal laws and regulations, including those identified in this Agreement. The Recipient will ensure compliance with all terms of this Agreement and all of its parts for all tiers of subawards and contracts under this Agreement, as appropriate. The Recipient understands that the terms and conditions of this Agreement apply regardless of whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.

3.2 Representations on Authority and Capacity

The Recipient represents that:

- (a) it has the legal authority to receive Federal financial assistance under this Agreement;
- (b) it has the legal authority to complete the Project;
- (c) all representations and warranties made in the Federal System for Awards Management (SAM.gov) and in the Application are true and correct;

- (d) it has the capacity, including legal, technical, institutional, managerial, and financial capacity, to comply with its obligations under this Agreement and complete the Project;
- (e) the Non-Federal Funds listed in Article 6 of Attachment 2 of this Agreement are committed to fund the Project;
- (f) it has sufficient funds available to ensure that equipment and infrastructure funded under this Agreement will be operated and maintained in compliance with this Agreement and applicable Federal law;
- (g) it has sufficient funds available to ensure that operations funded under this agreement are conducted in compliance with this Agreement and applicable Federal law; and
- (h) the individual executing this agreement on behalf of the Recipient has the legal authority to enter this Agreement and make the statements and certifications in this Agreement on behalf of the Recipient.

3.3 FRA Reliance

The Recipient acknowledges that:

- (a) FRA relied on statements of fact in the Application and SAM.gov to select the Project to receive this award;
- (b) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient and the Project are eligible to receive financial assistance under this Agreement;
- (c) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient has the legal authority to implement the Project; and
- (d) FRA relied on statements of fact in both the Application and this Agreement to establish the terms of this Agreement; and
- (e) FRA's selection of the Project to receive this award may have prevented awards to other eligible applicants.

3.4 Project Delivery

- (a) The Recipient will implement and complete the Project to FRA's satisfaction under the terms of this Agreement.
- (b) The Recipient will ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

3.5 Rights and Powers Affecting the Project

- (a) The Recipient will not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this Agreement without written approval of FRA.

(b) The Recipient will act promptly, in a manner acceptable to FRA, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this Agreement.

3.6 Notification of Changes to Key Personnel

The Recipient will notify the FRA Grant Manager in writing within 30 days of any change in key personnel who are identified in the Application, which may require an amendment to this Agreement.

ARTICLE 4: AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount

Under this Agreement, FRA awards a Grant to the Recipient in the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.2 Federal Obligations

This Agreement obligates for the budget period the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.3 Maximum Funding Amount

This Agreement funds the Project at the lesser amount of the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement, or the FRA maximum contribution percentage of the total Project cost identified in Article 6.5 of Attachment 2 of this Agreement.

4.4 Budget Period

The budget period for this award begins on the date of this Agreement and ends on the end date that is listed in Section 5 on the Agreement cover sheet. In this Agreement, "budget period" is used as defined at 2 C.F.R. § 200.1.

4.5 Period of Performance

The Period of Performance for this award is listed in Section 4 on the Agreement cover sheet. In this Agreement, "Period of Performance" is used as defined at 2 C.F.R. § 200.1.

ARTICLE 5: STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement

The Recipient will notify the FRA Grant Manager and Project Manager by electronic correspondence within 30 days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project, including change in authority. In that notification, the Recipient will describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this Section 5.1 is separate from any requirements under this Article 5 that the Recipient request an amendment to this Agreement.

5.2 Scope and Statement of Work Changes

If the Project's activities differ from the activities described in Article 4 of Attachment 2 of this Agreement, then the Recipient will notify FRA in writing of the change, which may require an amendment to this Agreement.

5.3 Schedule Changes

If one or more of the following conditions are satisfied, then the Recipient will request an amendment to this Agreement to update the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement:

- (a) a completion date for the Project or a component of the Project is listed in the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed;
- (b) a schedule change would require the budget period to continue after the end of the budget period defined in Section 4.4; or
- (c) a schedule change would require the Period of Performance to continue after the end of the Period of Performance defined in Section 4.5. The Recipient must submit requests to extend the Period of Performance not later than 90 days before the end of the Period of Performance.

For other schedule changes, the Recipient will notify the Grant Manager in writing.

5.4 Budget Changes

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this Agreement to complete the Project;
 - (2) any additional funds the Recipient contributes to complete the Project are subject to the requirements of this Agreement in the same manner as the Non-Federal Funds identified in Article 6.5 of Attachment 2 of this Agreement; and
 - (3) FRA will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient will notify FRA in writing if the total Project cost, as described in Table 6-A of Attachment 2 of this Agreement, amount increases, which may result in an amendment to this Agreement.
- (c) The Recipient will notify FRA in writing if the Non-Federal Funds amount decreases, which may result in an amendment to this Agreement.
- (d) For all other budget changes, the Recipient will follow the applicable procedures and document the changes in writing.

5.5 Project Cost Savings

(a) If there are Project Cost Savings, then the Recipient may notify FRA in writing of its intent to include in the Project and complete with the Project Cost Savings the additional activities within the scope of this award that are specified in the Additional Task(s) in Article 4 of Attachment 2 of this Agreement. The Recipient will complete the Additional Task(s) after FRA provides a written approval. An amendment to this Agreement is not required to proceed with the Additional Task(s).

(b) If there are Project Cost Savings, and there are not Additional Task(s) identified in Article 4 of Attachment 2 of this Agreement, then the Recipient may propose a new task that is within the scope of this award and request an amendment to add the new task to this Agreement and complete it with Project Cost Savings.

(c) In this Agreement, “**Project Cost Savings**” means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA’s satisfaction, the actual Project costs are less than the estimated total Project costs. There are no Project Cost Savings prior to completion of the Project or if the actual costs to complete the Project are equal to or greater than the total Project cost listed in Section 6.5 of Attachment 2 of this Agreement.

(d) If there are Project Cost Savings and either the Recipient does not make a proposal or FRA does not accept the Recipient’s proposal under (a) of this Section 5.5, then:

(1) The Recipient will provide written notice to FRA and reduce the Federal Share by the Project Cost Savings, which may result in an amendment to this Agreement; and

(2) If the reduced Federal Share reduces this award and the Recipient received reimbursed costs exceeding the appropriate amount under the reduced award, the Recipient will refund the difference between the reimbursed costs and the reduced award.

(e) In this Agreement, “Federal Share” means the sum of the Agreement Federal Funds and Other Federal Funds amounts that are identified in the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement.

(f) The Recipient acknowledges that amounts that are required to be refunded under this Section constitute a debt to the Federal Government that FRA may collect under 2 C.F.R. § 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

5.6 FRA Acceptance of Changes

FRA may accept or reject changes requested under this Article 5, and in doing so may elect to consider only the interests of the grant program and FRA. The Recipient acknowledges that any request under this Article 5 does not amend, modify, or supplement this Agreement unless FRA

accepts the request and the parties amend this Agreement under Section 15.1 of this Attachment 1.

ARTICLE 6: GENERAL REPORTING TERMS

6.1 Alternative Reporting Methods

FRA may establish processes for the Recipient to submit reports required by this Agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient will use the processes required by FRA.

6.2 Paperwork Reduction Act Notice

Under 5 C.F.R. § 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (OMB). Notwithstanding any other term of this Agreement, the due date for any information collections required under this Agreement, including the reporting requirements in Articles 7 and 8, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

ARTICLE 7: PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications

(a) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a complete FRA Form 34¹ Quarterly Project Progress Report and Recertification that contains, for the previous quarter:

- (1) a certification that the Recipient is in compliance with 2 C.F.R. § 200.303 (Internal Controls) and 2 C.F.R. part 200, Subpart F (Audit Requirements);
- (2) the certification required under 2 C.F.R. § 200.415(a); and
- (3) a certification that the Recipient is complying with any environmental mitigation commitments and Section 106 compliance obligations.

If the date of this Agreement is in the final month of a quarter, then the Recipient will submit the first Quarterly Project Progress Report and Recertification in the quarter that begins after the date of this Agreement.

(b) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a Federal Financial Report (SF-425) covering the previous quarter.

¹ FRA Form 34 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>

7.2 Final Progress Reports and Financial Information

No later than 120 days after the end of the Period of Performance, the Recipient will submit:

- (a) a final Quarterly Project Progress Report and Recertification in the format and with the content described in Section 7.1(a) of this Attachment 1 for each Quarterly Project Progress Report and Recertification;
- (b) a final SF-425 through GrantSolutions;
- (c) a Final Performance Report FRA Form 33 as provided by FRA²; and
- (d) any other information required under FRA's award closeout procedures.

7.3 Real Property Reporting

The Recipient will comply with the reporting obligations in 2 C.F.R. § 200.330, as directed by FRA.

ARTICLE 8: PERFORMANCE MEASUREMENT AND REPORTING

8.1 Baseline Performance Measurement

Within one year before the start of work on the Project, the Recipient will collect baseline data for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement. Within six months of the start of the Period of Performance, the Recipient will submit to FRA a Baseline Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure. The Recipient will also provide FRA access to the data collected in machine-readable format.

8.2 Post-Project Performance Measurement

For each performance measure that is listed in Article 7 of Attachment 2 of this Agreement, the Recipient will collect data and submit to FRA a Post-Project Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure, at the frequency and for the duration identified in Article 7 of Attachment 2 of this Agreement. The Recipient will also provide FRA access to the data collected in machine-readable format. If an external factor affects a performance measure, the Recipient will identify that external factor in the Post-Project Performance Measurement Report and discuss the external factor's influence on the performance measure. In the Post-Project Performance Report, the Recipient will compare the actual project performance against the pre-project (baseline) performance and expected post-project performance as described in Table 7-A of Attachment 2 of this Agreement.

²FRA Form 33 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>

8.3 Project Outcomes Report

Where indicated in Article 7 of Attachment 2 of this Agreement, the Recipient will submit to FRA, not later than January 31st of the year that follows the final year during which data were collected, a Project Outcomes Report that contains:

- (a) an analysis of the impacts of the Project, including a comparison of the baseline performance measurement data collected under Section 8.1 of this Attachment 1 with the post-project performance measurement data that the Recipient reported in the final Post-Project Performance Measurement Report required under Section 8.2 of this Attachment 1;
- (b) for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement, an analysis of the accuracy of the projected outcome; and
- (c) all data collected under Sections 8.1 and 8.2 of this Attachment 1;
- (d) additional information as directed.

8.4 General Performance Measurement Requirements

The Recipient will ensure that all data collection for each performance measure identified in Article 7 of Attachment 2 of this Agreement is completed in a manner consistent with the description, location, and other attributes associated with that performance measure.

8.5 Outcome Measurement and Reporting Survival

The data collection and reporting requirements in Article 8 of this Attachment 1 survive the termination of this Agreement. FRA may consider the Recipient's compliance with this requirement after closeout of the grant in its evaluation of future applications for Federal financial assistance.

ARTICLE 9: NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations

(a) Notice of Proposed Determination. If FRA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this Agreement, FRA will notify the Recipient of a proposed determination of noncompliance through a written notice that:

- (1) explains the noncompliance;
- (2) describes a proposed remedy that is consistent with Section 9.2 of this Attachment 1;
- (3) describes the process and form in which the Recipient may respond to the notice that is consistent with Section 9.1(b) of this Attachment 1; and

(4) if applicable, provides the Recipient an opportunity to cure the noncompliance or take corrective action.

(b) Response to Notice of Proposed Determination. The Recipient may, not later than 7 days after receiving the notice of proposed determination of noncompliance, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

- (1) accept the proposed remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy;
- (3) acknowledge the noncompliance and agree to cure or take corrective action;
or
- (4) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response sufficient documentation or other information supporting the Recipient's compliance.

(c) Notice of Final Determination. After considering the Recipient's response or failure to timely respond under Section 9.1(b) of this Attachment 1, FRA will make a final determination. To make a final determination, FRA must provide a written notice to the Recipient that:

- (1) states what the final determination is (e.g., noncompliance or compliance);
- (2) states the basis for the final determination; and
- (3) describes the remedy that FRA is imposing, if applicable, or if FRA is not imposing a remedy, describes the resolution to the proposed determination of noncompliance, including whether the Recipient has cured or corrected the noncompliance.

(d) If FRA determines the noncompliance is one that cannot be addressed while work on the Project is ongoing, in the notice of proposed determination or in the notice of final determination, FRA will direct the Recipient to stop work. The Recipient will stop work and will direct any Subrecipients or contractors to stop work immediately upon receipt of a notice to stop work from FRA.

(e) FRA may consider the public interest in making a determination of noncompliance and imposing a remedy.

9.2 Remedies

(a) If FRA makes a final determination of noncompliance under Section 9.1(c) of this Attachment 1, FRA may impose a remedy, including:

- (1) additional conditions on the award;
- (2) requiring the Recipient to prepare and implement a corrective action plan;

- (3) directing the Recipient to stop work;
- (4) any remedy permitted under 2 C.F.R. §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to FRA; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
- (5) any other remedy legally available.

(b) The Recipient acknowledges that any amounts FRA requires the Recipient to refund to FRA under this Section 9.2 constitute a debt to the Federal Government that FRA may collect under 2 C.F.R. § 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

(c) Other Remedies. The termination authority under Article 10 of this Attachment 1 supplements and does not limit FRA’s remedial authority under this Article 9 or 2 C.F.R. part 200, including 2 C.F.R. §§ 200.339-200.240. FRA reserves the right to seek any appropriate remedy or otherwise enforce the terms and conditions of this Agreement as authorized by law.

9.3 Other Oversight Entities

Nothing in Article 9 of this Attachment 1 limits any party’s authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10: AGREEMENT SUSPENSION AND TERMINATION

10.1 Suspension of Award Activities

(a) If FRA determines that the remedy for noncompliance imposed under Article 9 of this Agreement does not achieve the desired result or is unlikely to improve compliance or performance, FRA may suspend activities under this Agreement pending corrective action by the Recipient or termination.

(b) If FRA suspends activities under this Agreement, FRA will notify the Recipient in writing of the following, which may be included in the determinations of non-compliance under Section 9.1 of this Attachment 1:

- (1) what project activities, if any, will take place during the period of suspension;
- (2) what costs FRA will reimburse if the suspension is lifted and the award resumed;
- (3) what corrective actions must occur during the suspension; and
- (4) FRA’s intent to terminate the award under this Article 10 if the Recipient does not meet the conditions of the remedial action.

(c) The duration of the temporary suspension of activities under the Agreement should be commensurate with the corrective action needed, but should not exceed 120 days at the outset. If the Recipient is not making sufficient progress in correcting the noncompliance, FRA must consider both financial and programmatic requirements in determining the appropriate extension to avoid the need for termination.

10.2 FRA Termination

(a) FRA may terminate this Agreement and all its obligations under this Agreement if any of the following occurs:

- (1) the Recipient fails to obtain or contribute the required Non-Federal Funds, or alternatives approved by FRA, as provided in this agreement and consistent with Article 6 of Attachment 2 of this Agreement;
- (2) the Recipient fails to meet a milestone by six months after the completion date listed in Article 5 of Attachment 2 of this Agreement and the Recipient fails to request an amendment to this Agreement pursuant to Section 5.3 of this Attachment 1;
- (3) the Recipient fails to comply with the terms and conditions of this Agreement;
- (4) there are changes to the Project that FRA determines are inconsistent with FRA's basis for selecting the Project to receive the award; or
- (5) FRA determines that termination of this Agreement is in the public interest.

(b) The Recipient may request that FRA terminate the Agreement, which may result in FRA determining noncompliance and imposing remedies pursuant to Article 9 of this Attachment 1.

10.3 Closeout Termination

- (a) This Agreement terminates on Project Closeout.
- (b) In this Agreement, "Project Closeout" means the date that FRA notifies the Recipient that the award is closed out. Under 2 C.F.R. § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

10.4 Post-Termination Adjustments

The Recipient acknowledges that under 2 C.F.R. §§ 200.345–200.346, termination of this Agreement does not extinguish FRA's authority to disallow costs, including costs that FRA reimbursed before termination, and recover funds from the Recipient.

10.5 Non-Terminating Events

- (a) The end of the budget period described under Section 4.4 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

(b) The end of the Period of Performance described under Section 4.5 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

ARTICLE 11: MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention

(a) The Recipient will monitor activities under this award, including activities under subawards and contracts, to ensure:

- (1) that those activities comply with this agreement; and
- (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient will monitor the activities of the Subrecipient in compliance with 2 C.F.R. §200.332(d).

(c) The Recipient will retain and provide access to records relevant to the award during the course of the Project and for three years after closeout or longer, as required under 2 C.F.R. § 200.334

(d) The Recipient will adhere to the recording and recordkeeping requirements set forth in 2 C.F.R. §§ 200.334–200.338. Project Closeout does not alter these requirements.

11.2 Financial Records and Audits

(a) The Recipient will keep all Project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the Project.

(b) The Recipient will keep accounts and records described under Section 11.2(a) of this Attachment 1 in accordance with a financial management system that meets the requirements of 2 C.F.R. §§ 200.301–200.303 and 2 C.F.R. part 200, subpart F and will facilitate an effective audit in accordance with 31 U.S.C. §§ 7501–7506.

(c) The Recipient will separately identify expenditures under the award in financial records required for audits under 31 U.S.C. §§ 7501–7506. Specifically, the Recipient will:

- (1) list expenditures separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including the fiscal year in the format "FY 202X" in the program name; and
- (2) list expenditures on a separate row under Part II, Item 1 (Federal Awards Expended During Fiscal Period) of Form SF-SAC, including "FY 202X" in Column C (Additional Award Identification).

(d) If the Recipient expends \$750,000 or more in Federal awards during the Recipient's fiscal year, a single or program audit will be conducted for that year, consistent with 2 C.F.R. §§ 200.501(a) and 200.512(c).

11.3 Internal Controls

The Recipient will establish and maintain internal controls as required under 2 C.F.R. § 200.303.

11.4 FRA Record Access

FRA may access Recipient records related to this award under 2 C.F.R. § 200.337.

11.5 Site Visits

FRA may conduct site visits to review Project activities, accomplishments, and management control systems and to provide technical assistance to the Recipient. The Recipient will provide or ensure reasonable, safe, and convenient access to FRA for any such site visit. FRA will conduct all site visits in such a manner as will not unduly delay work conducted by the Recipient, Subrecipient, or contractor.

ARTICLE 12: CONTRACTING AND SUBAWARDING

12.1 Buy America

(a) For infrastructure projects, steel, iron, manufactured goods, and construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act (Buy American Act), Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(b) For all other projects, the Recipient's acquisition of steel, iron, and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305. The Recipient also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

(c) Under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(d) Under 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, the Recipient 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. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

12.2 Small and Disadvantaged Business Requirements

The Recipient will expend all funds under this award in compliance with the requirements at 2 C.F.R. § 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), and to the extent applicable, 49 C.F.R. part 26 (Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs).

12.3 Engineering and Design Services [Reserved]

12.4 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the Recipient and all Subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

12.5 Pass-Through Entity Responsibilities

(a) If the Recipient makes a subaward under this award, the Recipient will comply with the requirements for pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. §§ 200.331–200.333, regardless of whether the Recipient is also a Pass-Through Entity as defined in 2 C.F.R. § 200.1.

(b) The Recipient will report any subaward obligation of \$25,000 or more in Federal funds in USASpending.gov consistent with the Federal Funding Accountability and Transparency Act, Pub. L. 109-282.

(c) The Recipient is accountable for performance under this award, the appropriate expenditure of funds, and other requirements under this Agreement. The Recipient is responsible for any non-compliance under the award and for compliance with any remedies imposed.

12.6 Local Hiring Preference for Construction Jobs

Under Section 25019 of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, div. B, tit. V (2021), a Recipient or Subrecipient may implement a local or other geographical or economic hiring preference relating to the use of labor for construction of a project funded by this grant if funded under title 49 or 23 United States Code, including prehire agreements, subject to any applicable State and local laws, policies, and procedures. The use of such a local or other geographical or economic hiring preference in any bid for a contract for the construction of a project funded by this grant shall not be considered to unduly limit competition. Project labor agreements should be consistent with the definition and standards outlined in Executive Order 13502. The Recipient will document its consideration of Local Hiring Preference for Construction Jobs related to the Project in Article 11 of Attachment 2 of this Agreement. For additional information, see <https://www.transportation.gov/sites/dot.gov/files/2023-05/Creating-Local-Construction-Workforce.pdf>.

12.7 Procurement

The Recipient may acquire property, goods, or services in connection with the Project. If the Recipient is a State, then it will use its own procurement procedures that reflect applicable State laws and regulations in compliance with 2 C.F.R. § 200.317. A Subrecipient of a State will follow the policies and procedures allowed by that State when procuring property and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. An entity that is not a State or Subrecipient of a State will comply with 2 C.F.R. §§ 200.318–200.327, and applicable supplementary USDOT or FRA directives and regulations. The Recipient will provide technical specifications and requirements to FRA for review upon request.

ARTICLE 13: COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount

Under this award, FRA will not provide funding in an amount greater than the Agreement Federal Funds. The Recipient acknowledges that FRA is not liable for payments exceeding that amount, and the Recipient will not request reimbursement of costs exceeding that amount.

13.2 Project Costs

This award is subject to the cost principles at 2 C.F.R. part 200, subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs

- (a) The Recipient will not charge to this award costs that are incurred after the budget period.
- (b) The Recipient will not charge to this award costs that were incurred before the date of this Agreement unless those costs are identified as approved pre-award costs in Section 6.6 of Attachment 2 of this Agreement and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 C.F.R. § 200.458. This agreement hereby terminates and supersedes any previous FRA approval for the Recipient to incur costs under this award for the Project. Section 6.6 of Attachment 2 of this Agreement is the exclusive FRA approval of costs incurred before the date of this Agreement.
- (c) The Recipient may request approval of pre-award costs in a written request that demonstrates the purpose and amount of the costs, compliance with 2 C.F.R. § 200.458, and whether such costs would otherwise serve as Non-Federal Funds.

13.4 Recipient Recovery of Federal Funds

The Recipient will make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if FRA determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner. The Recipient will not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by FRA.

13.5 Unexpended Agreement Federal Funds

Any Agreement Federal Funds that are obligated but not expended on allocable, allowable costs remain the property of the United States.

13.6 Interest Earned

Interest earned on advances of Agreement Federal Funds is not program income.

13.7 Timing of Payments to the Recipient

- (a) Reimbursement is the payment method, unless otherwise approved by FRA.
- (b) The Recipient will not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.8 Payment Method

- (a) The Recipient will use the DELPHI e-Invoicing System (<https://www.dot.gov/cfo/delphi-einvoicing-system.html>) to request reimbursement under this award. FRA will provide access to that system upon request by the Recipient.
- (b) FRA may deny a payment request that is not submitted using the method identified in this Section.

13.9 Information Supporting Expenditures

- (a) When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient will electronically submit the SF 270 (Request for Advance or Reimbursement) and will submit supporting cost detail to document clearly all costs incurred. As supporting cost detail, the Recipient will include a detailed breakout of all costs incurred and classify all costs by task and by Agreement Federal Funds and Agreement Non-Federal Funds.
- (b) Unless FRA and the Recipient agree otherwise in writing, the Recipient will ensure that the proportion of expenditure of Agreement Federal Funds to Agreement Non-Federal Funds is not more than the maximum percent of total Project cost FRA will contribute identified in Section 6.5 of Attachment 2 of this Agreement. The Recipient will ensure the proportional expenditure of funds is reflected in the detailed breakout of costs supporting the SF 270.
- (c) If the Recipient submits a request for reimbursement that FRA determines does not include or is not supported by sufficient detail, FRA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.10 Reimbursement Request Timing Frequency

The Recipient will request reimbursement as needed to maintain cash flow sufficient to timely complete the Project. The Recipient will not submit any single payment request exceeding \$99,999,999.99. The Recipient will not submit a payment request exceeding \$50,000,000.00 unless the Recipient notifies FRA six days before submitting the request.

13.11 Program Income

The Recipient is encouraged to earn income to defray Project costs, where appropriate, and will work with FRA to determine how income may be applied to the grant, in accordance with 2 C.F.R. § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. The Recipient will maintain records of all program income.

ARTICLE 14: PROPERTY AND EQUIPMENT

14.1 General Requirements

The Recipient will comply with the property standards of 2 C.F.R. §§ 200.310–200.316 and will ensure compliance with these standards for all tiers of subawards and contracts under this award.

14.2 Relocation and Real Property Acquisition

The Recipient will comply with the land acquisition policies and relocation requirements in 42 U.S.C. § 4601 et seq. and 49 C.F.R. part 24, subparts A–F, as applicable. At a minimum, under this section, the Recipient will:

- (a) comply with the land acquisition policies in 49 C.F.R. part 24, subpart B and will pay or reimburse property owners for necessary expenses as specified in that subpart;
- (b) provide a relocation assistance program offering the services described in 49 C.F.R. part 24, subpart C and provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24, subparts D–E; and
- (c) make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R. part 24, subpart E.
- (d) provide to FRA a real estate acquisition and management plan prior to beginning real property acquisition if the Project is designated a Major Project in Article 1 of Attachment 2 of this Agreement, or if the total Project cost in Section 6.5 of Attachment 2 of this Agreement is greater than \$300 million and the Project is also receiving financial assistance from the Federal Transit Administration (FTA).

14.3 Use for Originally Authorized Purpose

The Recipient will ensure that property and equipment funded under this Agreement is used for the originally authorized purpose. If necessary to satisfy this obligation, the Recipient will enter into appropriate arrangements with the entity or entities using, or with the owner of right-of-way used by, the property and/or equipment funded under this Agreement.

14.4 Maintenance

The Recipient will ensure that any property, improvements to property, and any equipment funded under this Agreement are maintained in good working order and in accordance with FRA regulations, guidelines, and directives.

14.5 Real Property Disposition

In accordance with 2 C.F.R. § 200.311, when real property acquired or improved under this award is no longer used for its originally intended purpose, the Recipient will request disposition instructions from FRA.

14.6 Equipment Disposition

(a) In accordance with 2 C.F.R. §§ 200.313 and 1201.313, when equipment acquired under this award is no longer needed for the Project:

(1) if the entity that acquired the equipment is a State or a Subrecipient of a State, that entity will dispose of that equipment in accordance with State laws and procedures; and

(2) if the entity that acquired the equipment is neither a State nor a Subrecipient of a State, that entity will request disposition instructions from FRA.

(b) In accordance with 2 C.F.R. §200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. §§ 200.313–200.316 and 2 C.F.R. § 1201.313.

14.7 Recordkeeping

The Recipient will keep records regarding the operation and maintenance of property, improvements to property, equipment, and supplies funded under this Agreement and will provide them to FRA upon request.

14.8 Encumbrance

The Recipient will not create an obligation, such as a transfer of title, lease, lien, mortgage, or encumbrance, that would dispose of or encumber the Recipient's title or other interest in property, improvements to property, equipment or supplies funded under this Agreement without prior written approval from FRA.

The Recipient will not take any action that would adversely affect FRA's interest or impair the Recipient's continuing control over the use of the property, improvements to property, equipment, or supplies funded under the Agreement without prior written approval from FRA.

ARTICLE 15: AMENDMENTS

15.1 Bilateral Amendments

The parties may amend, modify, or supplement this Agreement by mutual agreement in writing signed by FRA and the Recipient. Either party may request to amend, modify, or supplement this Agreement by written notice to the other party.

15.2 FRA Unilateral Amendments

(a) FRA may unilaterally amend this Agreement for the following reasons:

- (1) to comply with Federal law;
- (2) at closeout or in anticipation of closeout; and
- (3) other non-substantive changes, such as to correct typographical errors, as deemed appropriate by FRA.

(b) To unilaterally amend this Agreement under Section 15.3 of this Attachment 1, FRA will provide a written notice to the Recipient that includes the amendment and the date that the amendment is effective.

(c) Except at closeout or in anticipation of closeout, FRA may not unilaterally amend the Statement of Work, this Agreement's monetary amount, the delivery schedule, the Period of Performance, or other terms or conditions of this Agreement.

15.3 Other Amendments

The parties will not amend, modify, or supplement this Agreement except as permitted under Sections 15.1, 15.2, or 15.3 of this Attachment 1. If an amendment, modification, or supplement is not permitted under Section 15.1, 15.2, or 15.3 of this Attachment 1, it is void.

ARTICLE 16: CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

16.1 Climate Change and Environmental Justice

Consistent with Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad" (Jan. 27, 2021), the Recipient will document its consideration of climate change and environmental justice impacts of the Project in Article 9 of Attachment 2 of this Agreement.

ARTICLE 17: RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

17.1 Racial Equity and Barriers to Opportunity

Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), the Recipient will document its activities related to the Project to improve racial equity and reduce barriers to opportunity in Article 10 of Attachment 2 of this Agreement.

ARTICLE 18: LABOR AND WORK

18.1 Labor and Work

Consistent with Executive Order 14025, "Worker Organizing and Empowerment" (Apr. 26, 2021), and Executive Order 14052, "Implementation of the Infrastructure Investment and Jobs Act" (Nov. 15, 2021) (IIJA), the Recipient will document its consideration of job quality and labor rights, standards, and protections related to the Project in Article 11 of Attachment 2 of this Agreement.

18.2 OFCCP Mega Construction Project Program

If the total eligible Project costs listed in Attachment 2 of this Agreement are greater than \$35,000,000 and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) selects this award for participation in the Mega Construction Project Program, then the Recipient shall partner with OFCCP, as requested by OFCCP.

ARTICLE 19: CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

19.1 Critical Infrastructure Security and Resilience

(a) Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient will consider physical and cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in Section 1.3 of Attachment 2 of this Agreement is "Elevated," then not later than two years after the date of this Agreement the Recipient will submit to FRA a report that:

- (1) identifies a cybersecurity point of contact for the transportation infrastructure being improved in the Project;
- (2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;
- (3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;
- (4) documents the results of a self-assessment of the Recipient's cybersecurity posture and capabilities; and
- (5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 20: FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

20.1 Uniform Administrative Requirements for Federal Awards

The Recipient will comply, and will ensure that other entities receiving funding under this agreement will comply, with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201, regardless of whether the Recipient or other entity receiving funding under this agreement is a Non-Federal entity as defined in 2 C.F.R. § 200.1, except that subpart F of part 200 does not apply if the Recipient or Subrecipient is a for-profit entity.

20.2 Federal Law and Public Policy Requirements

- (a) The Recipient will ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) The failure of this Agreement to expressly identify Federal law applicable to the Recipient or activities under this Agreement does not make that law inapplicable.

20.3 Federal Freedom of Information Act

- (a) FRA is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552.
- (b) The Recipient acknowledges that the Application and materials submitted to FRA by the Recipient related to this Agreement will become FRA records that may be subject to public release under 5 U.S.C. § 552. If the Recipient submits any materials to FRA related to this Agreement that the Recipient considers to include trade secret or confidential commercial or financial information, the Recipient should note that the submission contains confidential business information, mark each affected page, and highlight or otherwise denote the portions of the submission that contain confidential business information.

20.4 History of Performance

Under 2 C.F.R. § 200.206, any Federal awarding agency may consider the Recipient's performance under this Agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

20.5 Whistleblower Protection

- (a) The Recipient acknowledges that it is a "Recipient" within the scope of 41 U.S.C. § 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related to this award.
- (b) The Recipient will inform its employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

20.6 External Award Terms and Obligations

- (a) In addition to this document and the contents described in Article 25 of this Attachment 1, this Agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R. § 175.15(b): Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient will comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

20.7 Incorporated Certifications

The Recipient makes the representations in the following certifications, which are incorporated by reference:

(a) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 21: ASSIGNMENT

21.1 Assignment Prohibited

The Recipient will not transfer to any other entity any discretion granted under this Agreement, any right to satisfy a condition under this Agreement, any remedy under this Agreement, or any obligation imposed under this Agreement.

ARTICLE 22: WAIVER

22.1 Waivers

(a) A waiver of a term of this Agreement authorized by law and granted by FRA will not be effective unless it is in writing and signed by an authorized representative of FRA.

(b) A waiver of a term of this Agreement granted by FRA on one occasion will not operate as a waiver on other occasions.

(c) If FRA fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 23: ADDITIONAL TERMS AND CONDITIONS

23.1 Disclaimer of Federal Liability

FRA will not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

23.2 Environmental Review

(a) Except as authorized by law or under 23 C.F.R. § 771.113(d)(4), the Recipient will not begin final design activities; acquire real property, construction materials, or equipment, including rolling stock; begin construction; or take other actions that would have an adverse environmental impact or limit the choice of reasonable alternatives for the Project unless and until FRA complies with the National Environmental Policy Act, 42 U.S.C. § 4321 et seq. (NEPA), and any other applicable environmental laws and regulations. In addition, the Recipient will not begin project development that involves ground disturbing activity prior to FRA compliance with NEPA and any other applicable environmental laws and regulations.

(b) The Recipient acknowledges that:

(1) FRA's actions under Section 23.2(a) of this Attachment 1 may depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to FRA; and

(2) applicable environmental statutes and regulations may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(c) Consistent with 23 C.F.R. § 771.105(a), to the maximum extent practicable and consistent with Federal law, the Recipient will coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in Article 4 of Attachment 2 of this Agreement and other information described in this Agreement may inform environmental decision-making processes, but the parties do not intend this Agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with Article 4 of Attachment 2 of this Agreement or other information in this Agreement, then FRA will either:

(1) amend this Agreement under Section 15.1 of this Attachment 1 for consistency with the selected build alternative; or

(2) if FRA determines that the condition at Section 10.1(a)(5) of this Attachment 1 is satisfied, terminate this Agreement under Section 10.1(a)(5) of this Attachment 1; or

(3) take other action as deemed appropriate by FRA.

(g) The Recipient will complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Article 4 of Attachment 2 of this Agreement identifies documents describing mitigation activities, but the absence of a document from that section does not relieve the Recipient of any compliance obligations.

23.3 Project Maintenance Requirement

The Recipient will ensure that any property and equipment funded within this Agreement is operated and maintained in good operating order and in accordance with 2 C.F.R. §§ 200.310–200.316, 1201.313 and any guidelines, directives, or regulations that FRA may issue.

23.4 Appropriations Act Requirements

The Recipient will comply with applicable requirements of the appropriations act identified in Section 6.3 of Attachment 2 of this Agreement.

23.5 Standards of Conduct

The Recipient will comply with the following standards of conduct:

(a) Standards of Conduct. The Recipient will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal contribution provided through this Agreement. The code or standards will provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential Subrecipients or contractors. The Recipient may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by Subrecipients or their agents.

(b) Personal Conflict of Interest. The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by the Federal contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

(c) Organizational Conflicts of Interest. The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

(d) Existing Codes or Standards. This Section does not require the Recipient to implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the required elements.

(e) Disclosure of Conflicts. The Recipient will disclose in writing any potential conflict of interest to FRA or pass-through entity.

23.6 Changed Conditions of Performance

The Recipient will notify FRA of any event that may affect its ability to perform the Project in accordance with the terms of this Agreement.

23.7 Litigation

The Recipient will notify FRA in writing of any decision pertaining to the Recipient's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable Federal laws or regulations. The Recipient will inform FRA in writing before naming FRA as a party to any type of litigation for any reason in any forum.

23.8 Bipartisan Infrastructure Law Signage Guidelines

For projects funded by the Bipartisan Infrastructure Law, also known as the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (2021), the Recipient will ensure:

(a) signage is designed consistent with the guidelines and design specifications available at <https://www.whitehouse.gov/wp-content/uploads/2023/02/Investing-in-America-Brand-Guide.pdf>. Signs should include the official Investing in America logo and identify the project as "funded by President Biden's Bipartisan Infrastructure Law."

(b) signage displays the FRA logo and the Recipient logo, if any, along with the official Investing in America logo. The FRA logo should not be displayed in a manner that implies FRA itself is conducting the project.

(c) where applicable, the signage includes the project name (e.g., [Name of] Project funded by President Biden's Bipartisan Infrastructure Law.)

(d) the sign is placed at construction sites where it is clearly visible near the location of work and that the sign is maintained in good condition throughout the construction period.

(e) signs on equipment are placed in an easily visible location and maintained in good condition

23.9 Equipment and Supplies

The Recipient will maintain written policies and procedures that address acquisition, classification, and management of all equipment and supplies acquired or used under this award.

23.10 Safety and Technology Data

The Recipient will ensure that FRA has access to safety and technology relevant data generated by the Recipient under the award, in a machine-readable format, where specified in Article 4 of Attachment 2 of this Agreement.

23.11 Intellectual Property

The Recipient agrees to the standard patent rights clauses issued by the Department of Commerce at 37 C.F.R. Part 401, as applicable.

23.12 Liquidation of Recipient Obligations

- (a) The Recipient will liquidate all obligations of award funds under this Agreement not later than 120 days after the end of the Period of Performance.
- (b) Liquidation of obligations and adjustment of costs under this Agreement follow the requirements of 2 C.F.R. §§ 200.344–200.346.

ARTICLE 24: CONSTRUCTION AND DEFINITIONS

24.1 Agreement

This Agreement consists of the following:

- (a) Agreement Cover Sheet
- (b) Attachment 1: General Terms and Conditions
- (c) Attachment 2: Project-Specific Terms and Conditions
- (d) Exhibit A: Applicable Federal Laws and Regulations
- (e) Exhibit B: Additional Standard Terms
- (f) Exhibit C: Quarterly Project Progress Reports and Recertifications

24.2 Construction

- (a) In these General Terms and Conditions, there are no references to articles or sections in project-specific portions of this Agreement that are not contained in Attachments or Exhibits listed in Section 24.1.
- (b) If a provision in these General Terms and Conditions or the Exhibits conflicts with a provision in the Project-Specific Terms and Conditions in Attachment 2 of this Agreement, then the relevant portion in Attachment 2 prevails. If a provision in the Exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

24.3 Integration

This Agreement constitutes the entire agreement of the parties relating to the Project and supersedes any previous agreements, oral or written, relating to the Project.

24.4 Definitions

This Section defines terms used in this Agreement. Additional definitions found in 2 C.F.R. § 200.1 are incorporated by referenced into this Agreement.

“Agreement Federal Funds” means the total amount of Federal funds obligated under this Agreement. This is the amount shown in Section 6.1 of Attachment 2 of this Agreement.

“Application” means the application identified in Article 3 of Attachment 2 of this Agreement, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

“Construction Substantial Completion” means the stage of the Project when all construction tasks are complete such that the Recipient can use the Project for its intended use and only closeout activities remain. Activity to address or complete closeout activities will not prevent or disrupt use of the Project.

“Contingent Commitment” means the unobligated amounts of future available budget authority specified in law that FRA commits to obligate under the terms of this Agreement.

“Federal Share” means the sum of Agreement Federal Funds and Other Federal Funds. If there are no Other Federal Funds, the Federal Share is the same as the Agreement Federal Funds.

“General Terms and Conditions” means this Attachment 1.

“Other Federal Funds” means Federal funds that are part of the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement for the Project but are not obligated under this Agreement.

“Project” means the project proposed in the Application, as modified by the negotiated provisions of this Agreement, including Attachment 2 of this Agreement.

“Project Closeout” means the date that FRA notifies the Recipient that the award is closed out. Under 2 C.F.R. § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

“Project Cost Savings” means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA’s satisfaction, the actual Project costs are less than the estimated total Project costs.

“Rural Area” means any area that is not within an area designated as an urbanized area by the Bureau of the Census.

24.5 Calendar Dates

Unless otherwise specified, all dates and durations are in calendar days, calendar quarters, or calendar years, as appropriate.

24.6 Communication in Writing

Unless otherwise specified, all written communication may be provided by electronic mail.

ARTICLE 25: AGREEMENT EXECUTION AND EFFECTIVE DATE

25.1 Counterparts

This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

25.2 Effective Date

The agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it.

ARTICLE 26: PROGRAM-SPECIFIC CLAUSES

26.1 Interstate Rail Compacts Grant Program

The Recipient agrees to comply with the clauses in Section 26.1 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.1 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Non-Federal Match. The Recipient will provide a Non-Federal match of not less than 50 percent of the eligible expenses under the grant.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1, the Recipient will comply with the following clauses, as applicable:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.1 of this Attachment 1, “infrastructure project” has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, 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. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.1(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to

those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Operator Limitation. Recipient's eligible expenses must be related to intercity passenger rail service to be operated by Amtrak.

(i) Reporting. As requested by FRA, the Recipient will report on:

- (1) the status of the planning efforts and coordination funded by the grant award;
- (2) plans for continued implementation of the interstate rail compact;
- (3) the status of, and data regarding, any new, restored, or enhanced rail services initiated under the interstate rail compact; and
- (4) other data and information as requested by FRA.

26.2 Railroad Crossing Elimination Program Clauses

The Recipient agrees to comply with the clauses in Section 26.2 of this Attachment 1.

Consistent with 49 U.S.C. §§ 22905(e) & 22909(j), clauses (b), (c), (d), and (g) of Section 26.2 of this Agreement 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law. In addition, clause (f) does not apply to: 1) the Alaska Railroad or its contractors; or 2) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, “infrastructure project” has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, 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. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.2(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Impacted Rail Carrier or Real Property Owner Approvals. In accordance with 49 U.S.C. § 22909(e)(2)(A), prior to proceeding with the construction of the Project funded by this Agreement, if applicable, Recipient will obtain necessary approvals to commence construction from any impacted rail carriers or real property owners. If the Project is a planning project, as described in 49 U.S.C. § 22909(d)(6), the Recipient agrees to work collaboratively with rail carriers and right-of-way owners.

(f) Labor Protective Arrangements

(1) Notwithstanding 49 U.S.C. § 22905(e)(1), and in accordance with 49 U.S.C. § 22909(j)(3), any employee covered by the Railway Labor Act (45 U.S.C. § 151 et seq.) and the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.) who is adversely affected by actions taken in connection with the project financed in whole or in part by such grant shall be covered by employee protective arrangements required to be established under 49 U.S.C. § 22905(c)(2)(B). In accordance with 49 U.S.C. § 22905(c)(2)(B), the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404, as such protective arrangements are described in the final FRA guidance titled Equivalent Protections for Railroad Employees and effective December 28, 2022, included herein in Exhibit B.

(2) In accordance with 49 U.S.C. § 22909(j)(3), Recipient, and any successors, assigns, and contractors of Recipient:

- i. shall be bound by the employee protective arrangements required under subparagraph (1); and
- ii. shall be responsible for the implementation of such arrangements and for the obligations under such arrangements, but may arrange for another entity to take initial responsibility for compliance with the conditions of such arrangement.

(3) Labor protections required pursuant to Subsection (f) of Section 26.2 of this Attachment 1 shall be documented consistent with Article 18 of this Attachment 1.

(g) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with

those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(h) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.3 Consolidated Rail Infrastructure and Safety Improvements Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.3 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.3 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, 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. The Recipient shall

include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.3(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements

negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.4 Restoration and Enhancement Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.4 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.4 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right-of-way and facilities under current law.

(a) Maximum Funding Limitation. A grant authorized by 49 U.S.C. § 22908 may not exceed:

- (1) 90 percent of the projected net operating costs for the first year of service;
- (2) 80 percent of the projected net operating costs for the second year of service;
- (3) 70 percent of the projected net operating costs for the third year of service;
- (4) 60 percent of the projected net operating costs for the fourth year of service;
- (5) 50 percent of the projected net operating costs for the fifth year of service;
- and
- (6) 30 percent of the projected net operating costs for the sixth year of service.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

- (1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The

Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.4 of this Attachment 1, “infrastructure project” has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, 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. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.4(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform

Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Route Reporting. The Recipient will provide similar information regarding the route performance, financial, and ridership projections, and capital and business plans that Amtrak is required to provide, and such other data and information as is required by Article 4 of Attachment 2 of this Agreement.

(i) Termination. In addition to the terms of this Attachment 1, FRA may terminate this Agreement upon the cessation of service, or the violation of any other term of this Agreement.

26.5 Federal-State Partnership for Intercity Passenger Rail and Federal-State Partnership for State of Good Repair Clauses

The Recipient agrees to comply with the clauses in Section 26.5 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.5 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58,

div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, “infrastructure project” has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, 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. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.5(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Northeast Corridor Cost Allocation. For projects located on the Northeast Corridor, as that term is defined in 49 U.S.C. § 24911(a)(4), Amtrak and the public authorities providing commuter rail passenger transportation at the Project location on the Northeast Corridor must remain in compliance with 49 U.S.C. § 24905(c)(2).

(i) Interest and Financing Costs. Pursuant to 49 U.S.C. § 24911(g)(2), interest and other financing costs of efficiently carrying out a part of the Project within a reasonable time are a cost of carrying out the Project under a Phased Funding Agreement, except that eligible costs may not be more than the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing. The Recipient will certify to FRA's satisfaction that the Recipient has shown reasonable diligence in seeking the most favorable financing terms.

###

Attachment 2

PROJECT-SPECIFIC TERMS AND CONDITIONS

Project-Specific Terms and Conditions

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ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS

1.1 Recipient

This Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the City of Decatur, Illinois (the Recipient).

1.2 Project and Purpose

The purpose of this award is to fund a Fiscal Year 2022 Railroad Crossing Elimination Program grant for construction (the Project) related to the Brush College Road and Faries Parkway Grade Separation (the Grade Separation) as described in Article 4 of this Attachment 2. The Project will help achieve the goals identified in the Notice of Funding Opportunity for the Railroad Crossing Elimination Program, 87 Fed. Reg. 40335, July 6, 2022, that solicited applications for Federal financial assistance. FRA and the Recipient will accomplish that purpose by timely completing the Project and ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Application.

1.3 Program Designations

- (a) Research and Development. This award is not for research and development.
- (b) Project Size. This award is for a [non-Major Project as that term is defined in FRA Guidance on Development and Implementation of Railroad Capital Projects, January 11, 2023 (Railroad Capital Projects Guidance)].
- (c) Phased Funding. This award is not a phased funding agreement as further discussed in Section 6.7 of this Attachment 2.
- (d) Grant or Cooperative Agreement. This award is made as a Grant Agreement.
- (e) Security Risk. This award is for a Project that has a low security risk.
- (f) Rural Area. The information the Recipient provided to FRA, including in the Application, demonstrates this award is not for a Project in a Rural Area.

ARTICLE 2: SPECIAL TERMS AND CONDITIONS

There are no special terms for this award.

ARTICLE 3: ADMINISTRATIVE INFORMATION

3.1 Application

Application Title: Brush College Road and Faries Parkway Grade Separation Project

Application Date: 10/11/2022

3.2 FRA Awarding Official

FRA Office of Railroad Development
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590
FRA-Grants@dot.gov

3.3 Federal Award Date

The “Federal Award Date” is the effective date of this Agreement, as defined under Section 24.4 of Attachment 1 of this Agreement.

3.4 Program Name and Assistance Listings Number

For the Fiscal Year 2022 Railroad Crossing Elimination Program, the Assistance Listings Number is 20.327 and the Assistance Listings Title is Railroad Crossing Elimination.

3.5 Recipient’s Unique Entity Identifier

The Recipient’s Unique Entity Identifier, as defined at 2 C.F.R. § 25.415, is listed in Section 1B on the Agreement cover sheet.

3.6 Federal Award Identification Number

The Federal Award Identification Number is listed in Section 2 on the Agreement cover sheet as the “Agreement Number.”

ARTICLE 4: STATEMENT OF WORK

4.1 General Project Description

The Project is the construction of a grade-separated interchange at Faries Parkway and Brush College Road in Decatur, Illinois. It is part of a larger effort to implement the Grade Separation, which will result in permanently closing two existing highway-rail grade crossings on Norfolk Southern Railway (NS) and Illinois Central Railroad (IC), the relocation of a third at grade crossing on the IC, and the creation of pedestrian grade crossings at this location.¹

Brush College Road is a north-south minor urban arterial roadway located on the east side of Decatur, IL. Brush College Road crosses a single NS mainline track at grade at the intersection with Faries Parkway. The existing grade crossing is not protected by gates. Traffic signals at this existing highway rail

¹ This grant agreement provides funding for construction related to creation of the Grade Separation but does not include construction engineering. Construction engineering is funded as a separate project by other sources including an FRA FY 2022 Consolidated Rail Infrastructure and Safety Improvements Program Grant.

grade crossing are synchronized to turn red when a train is approaching. The other rail crossings impacted by the project include a private crossing that serves a local industrial area and another public crossing in the project area impacted by construction of the grade separation.

The Project will improve the safety and efficiency of the project area for vehicles, bicyclists, and pedestrians by funding the construction of the grade-separated crossing at Brush College Road and Faries Parkway.

4.2 Project Location

The Project is located in the City of Decatur, IL approximately 200 miles southwest of Chicago, IL. The Project area (Latitude 39.863511 and Longitude -88.897814) is the intersection of Brush College Road and East Faries Parkway in Decatur, IL and extends north toward East Harrison Avenue and Brush College Road. Grade crossings 328516E (Public) and 291383F (Private) will be eliminated. Grade crossing 291384M (Public) will be relocated slightly north to accommodate the new overpass to be constructed.



Project Location Map

4.3 Project Scope

The Recipient will notify FRA in writing of any requested changes in Project Scope and will not proceed with the changed scope unless approved by FRA in writing. If approved, changes to Project Scope may require additional environmental review or an amendment to this Agreement.

Task 1: Project Administration and Management

Subtask 1.1: Project Administration

The Recipient will perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- Illinois Department of Transportation, funding partner and project management
- Federal Highway Administration, funding partner
- Norfolk Southern Railway, railroad owner
- Illinois Central Railroad, railroad owner
- FRA

The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- hold regularly scheduled Project meetings with FRA;
- inspect and approve work as it is completed; and
- participate in other coordination, as needed.

Subtask 1.2: Project Management

The Recipient will prepare a Project Management Plan (PMP), that describes how the Project will be implemented and monitored to ensure effective, efficient, and safe delivery of the Project on time and within budget. The PMP will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work.

The PMP will include a Project Schedule and Project Budget for the work to be performed under this Agreement. The Project Schedule will be consistent with the Estimated Project Schedule in Section 5.2 of this Attachment 2, but provide a greater level of detail. Similarly, the Project Budget should be consistent with the Approved Project Budget in Section 6.5 of this Attachment 2, but provide a greater level of detail.

The Recipient will submit the PMP to FRA for review and approval. The Recipient will implement the Project as described in the approved PMP. The Recipient will not begin work on subsequent tasks until FRA has provided written approval of the PMP, unless FRA has provided pre-award authority for such work under Section 6.6 of this Attachment 2. FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

FRA may require the Recipient to update the PMP. The Recipient will submit any such updates to FRA for review and approval, and FRA will determine if updates to the PMP require an amendment to this Agreement. The Project Budget and Project Schedule may be revised consistent with Article 5 of Attachment 1 of this Agreement without amending this Agreement.

The Recipient will identify agreements governing the construction, operation, and maintenance of the Project in the PMP. If requested by FRA, the Recipient will provide FRA the final, executed copies of any agreements within ten business days of the request.

The PMP will be consistent with the FRA Guidance on Development and Implementation of Railroad Capital Projects (Railroad Capital Projects Guidance) and 49 U.S.C. § 22903, as applicable.

Subtask 1.3: Project Closeout

The Recipient will submit a Final Performance Report as required by Section 7.2 of Attachment 1 of this Agreement, which should describe the cumulative activities of the Project, including a complete description of the Recipient's achievements with respect to the Project objectives and milestones.

Task 1 Deliverables:

Deliverable ID	Subtask	Deliverable Name
1.1	Project Management	Project Management Plan
1.2	Project Closeout	Final Performance Report

Task 2: Construction

The Grantee will complete or cause to be completed construction activities, including associated improvements to yield full utility of the components, as described in the Project Management Plan and in accordance with the FD documentation (dated April 24, 2023) for construction of a grade separated interchange at Brush College Road and Faries Parkway in Decatur, IL. This task includes the procurement of materials, sitework, and related activities to accomplish the Project as described in Article 4.1 of this agreement.

Task 2 Deliverables:

Deliverable ID	Subtask	Deliverable Name
2.1	none	none

4.4 Implement Required Environmental Commitments

The Recipient will implement the Project consistent with the documents and environmental commitments identified below.

Table 4-A: Environmental Commitments

Document Type	Commitment Reference	Document Date
Finding of No Significant Impact	Attachment A: Environmental Commitments	10/19/2023

ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE

5.1 Award Dates

Budget Period End Date: March 31, 2028

Period of Performance End Date: March 31, 2028

5.2 Estimated Project Schedule

Milestones associated with this Agreement are identified in Table 5-A: Estimated Project Schedule. The Recipient will complete these milestones to FRA's satisfaction by the Schedule Date, subject to Article 5 of Attachment 1 of this Agreement. The Recipient will notify FRA in writing when it believes it has achieved the milestone.

Table 5-A: Estimated Project Schedule

Milestone	Schedule Date
Construction Substantial Completion	December 31, 2026

ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION

6.1 Award Amount

Agreement Federal Funds: \$16,000,000

6.2 Federal Obligation Information

Federal Obligation Type: Single

6.3 Federal Authorization and Funding Source.

Authorizing Statute: 49 U.S.C. § 22909

Appropriation: Advanced Appropriation in the Infrastructure Investment and Jobs Act, Division J, Title II (Public Law 117-58 (2021))

6.4 Funding Availability

Program funding that is obligated under this Agreement remains available until expended.

6.5 Approved Project Budget

The estimated total Project cost under this Agreement is \$64,189,328.

Under this agreement, FRA will contribute a maximum of 25 percent of the total Project cost, not to exceed the Agreement Federal Funds in Section 6.1 of this Attachment 2. FRA will fund the Project at the lesser amount of the Agreement Federal Funds or the FRA maximum contribution percentage of total Project costs.

The Recipient will contribute \$5,516,329 in Agreement Non-Federal Funds. Recipient's Agreement Non-Federal Funds are comprised of cash contributions in the amount of \$5,516,329 which includes funds from the State of Illinois.

Under a separate agreement, FHWA is contributing \$31,732,550 in Federal Funds. Recipient will also contribute \$10,940,449 in Other Non-Federal Funds, which includes funds from the Recipient, the State of Illinois and Norfolk Southern. Recipient will contribute a total of \$16,456,778 in Non-Federal Funds for a total Non-Federal match of 26%.

The Recipient will complete the Project to FRA's satisfaction within the Approved Project Budget, subject to Article 5 of Attachment 1 of this Agreement.

Table 6-A: Approved Project Budget by Task

Task #	Task Title	Agreement Federal Funds	Agreement Non-Federal Funds	[Other Federal Funds]	Other Non-Federal Funds	Total
1	Project Administration and Management	\$0	\$0	\$0	\$0	\$0
2	Construction	\$16,000,000	\$5,516,329	\$31,732,550	\$10,940,449	\$64,189,328
Total		\$16,000,000	\$5,516,329	\$31,732,550	\$10,940,449	Total Project Cost: \$64,189,328

Table 6-B: Approved Project Budget by Source

Funding Source	Total Amount	Percentage of Total Project Cost
Federal Share	\$47,732,550	74%
Agreement Federal Funds	\$16,000,000	25%
Railroad Crossing Elimination	\$16,000,000	25%
Other Federal Funds	\$31,732,550	49%
Illinois Competitive Freight Funds (Federal Highway Administration)	\$31,732,550	49%
Agreement Non-Federal Funds	\$5,516,329	9%
State of Illinois	\$5,516,329	9%
Other Non-Federal Funds	\$10,940,449	17%
State of Illinois	\$9,740,449	15%
Norfolk Southern Railroad	\$1,000,000	1.6%
City of Decatur	\$200,000	.3%

6.6 Pre-Award Costs

On November 8, 2023, FRA provided pre-award authority for cost incurrence for the following costs for the Project in response to Recipient's request:

Task #	Task Name	Agreement Federal Funds	Other Federal Funds	Agreement Non-Federal Funds	Total Cost
2	Construction	\$16,000,000	\$33,800,000	\$19,127,124	\$68,927,124
Total		\$16,000,000	\$33,800,000	\$19,127,124	\$68,927,124*

The above pre-award costs were necessary for efficient and timely performance of the scope of work and were incurred directly pursuant to the negotiation and in anticipation of this Agreement.

(*Note that the total cost at the time of pre award authority and the total project cost reflected in this agreement are different because after pre award authority, project costs and the funding plan were refined based on actual contract costs.)

6.7 Phased Funding Agreement

Not applicable.

ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION

Table 7-A: Performance Measurement Table identifies the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess the Recipient's progress in achieving grant program goals and objectives. The Recipient will report on these performance measures in accordance with the frequency and duration specified in Table 7-A.

Upon Project completion, the Recipient will submit reports comparing the actual Project performance of the new and or improved asset(s) against the pre-Project (baseline) performance and expected post-Project performance as described in Table 7-A. The Recipient will submit the performance measures report to the Project Manager in accordance with Table 7-A.

Table 7-A: Performance Measurement Table

Goal	Objective	Performance Measure	Description of Measure	Measurement	Reporting
Grade Crossing Elimination	Eliminate at grade highway/rail crossing	Eliminate at grade highway/rail crossing	<i>Construct a grade separation structure for Brush College Road over Faries Parkway and the NS tracks in order to eliminate two at grade crossings.</i>	Pre-Project (Baseline) Performance as of: As of July 2023, there is an existing highway/rail crossing (328516E) at the intersection of NS tracks in Decatur, IL and Brush College Road. There is a public grade crossing	Frequency: one time

				(291384M) at Brush College Rd and Harrison Ave and a private at grade crossing at another location along Brush College Rd north of Harrison Ave (291383F).	
				Expected Post-Project Performance: Grade crossings 328516E and 291383F will be eliminated. Grade crossing 291384M will be relocated.	Duration: one time

ARTICLE 8: ENVIRONMENTAL COMPLIANCE

FRA signed a Finding of No Significant Impact (FONSI) for this Project on 10/19/23. The Recipient is responsible for complying with environmental commitments, such as mitigation measures and/or design features, described in the FONSI, as identified in Section 4.4 of this Attachment 2.

Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

ARTICLE 9: CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

9.1 Consideration of Climate Change and Environmental Justice Impacts

This Section identifies how the Project addresses climate change and environmental justice priorities. The Recipient certifies that rows marked with "X" in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>

	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a Project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
X	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency. <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Project includes other actions or attributes that address climate change and environmental justice. <i>(Describe those actions in the supporting narrative below.)</i>

	The Project does not include actions or attributes that address climate change and environmental justice but, before beginning construction of the Project, the Recipient will take relevant actions described below to address climate change and environmental justice impacts of the Project. <i>(Identify the relevant actions in the supporting narrative below.)</i>

9.2 Supporting Narrative

A study performed at this crossing indicated about 17 hours of blockage at this location on a weekly basis. As part of the larger Grade Separation effort, this Project will eliminate that blockage which will reduce emissions through a more efficient movement of trucks and passenger vehicles through the corridor. It is estimated that 1.3 million gallons of fuel will be saved from the reduction of idling at the crossing over the 20 years following construction. During this same 20-year time period, it is estimated that constructing the Grade Separation will save 87,000 metric tons of CO₂, which will improve the quality of air in the region.

ARTICLE 10: RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

10.1 Efforts to Improve Racial Equity and Reduce Barriers to Opportunity

This Section identifies how the Project addresses efforts to improve racial equity and reduce barriers to opportunity. The Recipient certifies that rows marked with “X” in the following table are accurate:

X-1	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
X-2	The Recipient or a Project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
X-3	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>

	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, the Recipient will take relevant actions described below to improve racial equity and reduce barriers to opportunity. <i>(Identify the relevant actions in the supporting narrative below.)</i>

10.2 Supporting Narrative

- X-1: The Illinois Department of Transportation performs a disadvantaged business review for each Federally funded project and identifies participation goals. The minority participation goal for the larger Grade Separation project was established at 7.6%.
- X-2 The contract includes Equal Employment Opportunities and Labor Compliance Provisions that apply to the prime contractor and all sub-contracts. These are retained in all contractor files. The Contractor is to provide an EEO Workforce Analysis form to the resident engineer monthly.
- X-3 The Grade Separation will include an ADA accessible sidewalk along Brush College Road and includes a walk path along the proposed bridge that spans over Faries Parkway and the Norfolk Southern railroad tracks.

ARTICLE 11: LABOR AND WORK

11.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards

This Section identifies the Recipient's efforts to support good-paying jobs and strong labor standards related to the Project. The Recipient certifies that rows marked with "X" in the following table are accurate:

	The Recipient or a Project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a Project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. <i>(Describe the relevant provisions in the supporting narrative below.)</i>

X-1	The Recipient or a Project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeships in the supporting narrative below.)</i>
X-2	The Recipient or a Project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a Project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a Project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a Project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a Project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hiring and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take the relevant actions described below. <i>(Identify the relevant actions in the supporting narrative below.)</i>

11.2 Supporting Narrative

- X-1: The Contractor is encouraged to participate in an apprenticeship program in cooperation with area community colleges, including nearby Richland Community College. The program provides a \$15/hour reimbursement for wages paid to apprenticeship program participants. Funding is provided in the contract for 4 Training Program Graduates.
- X-2: The contract requires that as part of the contractor's equal employment opportunity affirmative action program, on-the-job training will be provided aimed at developing full journeyman in a job or trade classification. The contract requires that 4 trainees be trained under this program. The primary objective of the training is aimed at women and minorities. The length and type of training is to be approved by IDOT and the FHWA. The approved programs must be reasonably calculated to meet the equal employment opportunity obligations of the contractor and qualify the average trainee for journeyman status. The contractor will be reimbursed \$0.80/hour of training provided to an employee under this program.

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Exhibits

Revision Date: December 11, 2023

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EXHIBIT A: APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this Agreement, the Recipient assures and certifies, with respect to this award, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this Agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this Agreement include, but are not limited to, the following:

GENERAL FEDERAL LEGISLATION

- a. Davis-Bacon Act - 40 U.S.C. § 3141 et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. § 201 et seq.
- c. Hatch Act - 5 U.S.C. § 1501 et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. § 4601 et seq.
- e. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501–312508
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. § 3001 et seq.
- h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401 et seq.
- i. Section 404 of the Clean Water Act, as amended - 33 U.S.C. § 1344
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. § 1536
- k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451 et seq.
- l. Flood Disaster Protection Act of 1973, Section 102(a) – 42 U.S.C. § 4012a
- m. Age Discrimination Act of 1975 - 42 U.S.C. § 6101 et seq.
- n. American Indian Religious Freedom Act, P.L. 95-341, as amended
- o. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- p. Architectural Barriers Act of 1968 - 42 U.S.C. § 4151 et seq.
- q. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701 et seq.
- s. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- t. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321 et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271 et seq.
- v. Federal Water Pollution Control Act, as amended - 33 U.S.C. §§1251–1376
- w. Single Audit Act of 1984 - 31 U.S.C. § 7501 et seq.
- x. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101 et seq.
- y. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
- z. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- aa. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d et seq.
- bb. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- cc. Freedom of Information Act - 5 U.S.C. § 552, as amended
- dd. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1801 et seq.
- ee. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201 et seq.
- ff. Noise Control Act of 1972 – 42 U.S.C. § 4901 et seq.
- gg. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661 et seq.

- hh. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
- ii. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303
- jj. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. §§ 9601–9657
- kk. Safe Drinking Water Act – 42 U.S.C. §§ 300f to 300j-26
- ll. The Wilderness Act – 16 U.S.C. §§ 1131–1136
- mm. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901 et seq.
- nn. Migratory Bird Treaty Act 16 U.S.C. § 703 et seq.
- oo. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- pp. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- qq. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
- rr. Efficient Environmental Reviews - 23 U.S.C. § 139
- ss. Grant Conditions – 49 U.S.C. § 22905
- tt. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

GENERAL FEDERAL REGULATIONS

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department

- of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60 et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- s. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774

Specific assurances required to be included in the Agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this Agreement.

EXHIBIT B: ADDITIONAL STANDARD TERMS

EXHIBIT B.1: TITLE VI ASSURANCES**TITLE VI ASSURANCE**
Implementing Title VI of the Civil Rights Act of 1964, as amended**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND
ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)**Standard Title VI/Non-Discrimination Assurances****DOT Order No. 1050.2A**

By signing and submitting the Application and by entering into this Agreement, the Recipient **HEREBY AGREES THAT**, as a condition to receiving Federal financial assistance from the Federal Railroad Administration (FRA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including FRA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing FRA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FRA. You must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the FRA under this Agreement. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the program or project funded under this Agreement.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the



contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), 23 U.S.C. § 117 and the policies and procedures prescribed by the Federal Railroad Administration (FRA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

EXHIBIT B.2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**2 C.F.R. Parts 180 and 1200**

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FRA approval or that is estimated to cost \$25,000 or more—as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Application and by entering into this Agreement, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust

statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FRA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT B.3: REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the **“SAM”**) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 Prohibition. If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. Mandatory Notice to the USDOT.

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. Flow Down. For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

EXHIBIT B.4: RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT B.5: EQUIVALENT LABOR PROTECTIONS UNDER 49 U.S.C. 22905(c)(2)(B)

This Exhibit provides guidance on the protective arrangements equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization Reform Act of 1976, with respect to employees affected by actions taken in connection with a Project financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B). Fluctuations and changes in volume or character of employment brought about solely by other causes are not within the scope of this Exhibit.

1. Definitions. Whenever used in this Exhibit, capitalized terms shall have the meanings below:

(a) “Average Monthly Compensation” means the total compensation received by a Displaced Employee or a Dismissed Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement or dismissal, divided by twelve (12). The Average Monthly Compensation shall be adjusted to reflect subsequent general wage increases.

(b) “Average Monthly Time” means the total number of hours worked by a Displaced Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement, divided by twelve (12).

(c) “Day” means one 24-hour calendar day (including holidays and weekends) for purposes of calculating deadlines and other timeframes in this Exhibit.

(d) “Displaced Employee” means a Protected Employee who remains employed by a Railroad but, as a result of a Project, is placed in a worse position with respect to compensation and rules governing working conditions. A Protected Employee’s status as a Displaced Employee begins on the date said employee is harmed.

(e) “Dismissed Employee” means a Protected Employee who: (1) as a result of a Project, is deprived of employment with the Railroad because (i) the Railroad eliminates the Protected Employee’s position, or (ii) the Railroad eliminates another employee’s position (and that employee’s exercise of seniority rights results in the Protected Employee’s inability to secure another position by the exercise of the Protected Employee’s seniority rights); and (2) is unable to secure another position by exercise of their seniority rights. A Protected Employee’s status as a Dismissed Employee begins on the date said employee is deprived of employment.

(f) “Project” means any action financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B).

(g) “Protected Employee” means an employee of a Railroad who is affected by actions taken pursuant to a Project, whether the Project is initiated by a Railroad or a Recipient. If a Railroad rearranges or adjusts its forces in anticipation of a Project with the purpose or effect of depriving an employee of benefits to which they otherwise would have become entitled under this Exhibit, then that employee is a Protected Employee under this Exhibit. An employee’s status as a Protected Employee shall continue for the duration of the applicable Protective Period. An employee who solely benefitted as a result of a Project shall not be a Protected Employee under this Exhibit.

(h) “Protective Period” means that period during which a Displaced Employee or a Dismissed Employee is provided the protections described in this Exhibit. The Protective Period begins

on the date an employee of a Railroad is displaced or dismissed and ends after six (6) years. However, the Protective Period for any particular employee shall not continue longer than the period of time the Railroad employed the employee prior to the date of their displacement or dismissal. For purposes of this Exhibit, an employee's length of service shall be determined in accordance with the provisions of Section 7(b) of the Washington Job Protection Agreement of May 1936, as amended.

(i) "Recipient" means any person or entity receiving financial assistance subject to the requirements of 49 U.S.C. § 22905(c), including grantees, subrecipients, contractors, and subcontractors.

(j) "Railroad" means (1) a railroad carrier as defined in 49 U.S.C. § 20102(3), or (2) any person deemed a rail carrier pursuant to 49 U.S.C. § 22905(b).

2. Flow Down.

(a) In accepting financial assistance for a Project, the Recipient is responsible for ensuring the compliance with the protections provided in this Exhibit. The Recipient shall make the acceptance of this Exhibit a condition of any new contract (or incorporate its terms into any existing contract by amendment) that uses funds subject to the requirements of 49 U.S.C. § 22905(c). These conditions shall apply to a Recipient, any Railroad and any contractor of any tier with which the Recipient contracts using funds subject to the requirements of 49 U.S.C. § 22905(c).

(b) The Recipient shall require in an agreement (either in a new agreement or as an amendment to an existing agreement) with a Railroad owning the right-of-way to be improved by a Project that the Railroad notify its employees (or their representatives) of the Project being funded with financial assistance subject to 49 U.S.C. § 22905(c) and the applicability of these protections.

(c) Any Railroad employee (or their representatives) may notify a Recipient of a dispute or controversy relating to the requirements of this Exhibit to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

3. Collective Bargaining Agreements.

(a) **Existing Agreements.** The rates of pay, rules, working conditions, and all collective bargaining and other rights, privileges, and benefits (including continuation of pension rights and benefits) of a Railroad's employees under applicable laws, regulations, and/or existing collective bargaining agreements shall be preserved and remain applicable unless changed by future collective bargaining agreements or applicable statutes or regulations. As applied to the regulation of subcontracting by the Railroads of a Project, the provisions of this section shall mean that a determination of whether or not such work validly may be subcontracted by a Railroad shall not be affected by the fact that the work is being financed by funds subject to the requirements of 49 U.S.C. § 22905(c)(2)(B). Nothing in this Exhibit shall be construed as depriving any Railroad employee of any rights or benefits or eliminating any obligations that such employee may have under any existing contractual or statutory arrangement, including job security agreements, protective conditions, or arrangements.

(b) **Election by Protected Employee.** Where a Protected Employee is eligible for protections under both this Exhibit and another contractual or statutory arrangement, the Protected Employee shall elect between the protection under this Exhibit and protection under such other arrangement. After

such an election, the Protected Employee shall be protected only by the arrangement that they elect. The Protected Employee shall not be entitled to any protection or benefit (regardless of whether such benefit is duplicative) under the arrangement that they do not elect. However, if the elected protection expires pursuant to the terms of the arrangement that governs the elected protection, the Protected Employee is entitled to protection under the arrangement not originally elected for the remainder, if any, of the Protective Period.

4. Change in Operations, Services, Facilities, or Equipment.

(a) **Notice.** When a Railroad contemplates a change or changes in its operations, services, facilities, or equipment as a result of a Project, which may cause the dismissal or displacement of Protected Employees or rearrangement of forces involving such employees, it shall give at least sixty (60) days' written notice of such intended changes to both Protected Employees and their duly authorized representatives (if applicable). Such notice shall contain a full and adequate description of the proposed changes, including an estimate of the number of Protected Employees of each class affected by the intended changes.

(b) **Negotiations.**

(i) **Initiation of Negotiation.** Within sixty (60) days after the Railroad issues a notice under Section 4(a) of this Exhibit, the Railroad or the Protected Employees (or their representatives) may, by written notice to the other party, request a meeting and opportunity to negotiate an agreement with respect to the application of the terms and conditions of this Exhibit. These negotiations shall commence within fourteen (14) days from the receipt of such request.

(ii) **Subject of Negotiations.** Each change to rail operations, services, facilities, infrastructure, or equipment (including rights-of-way, track, and signal and crossing systems) that may result in dismissal or displacement of Protected Employees or rearrangement of forces involving such employees shall be subject to review and negotiation by the parties, but only to the extent necessary to ensure compliance with this Exhibit. For any contemplated rearrangement of rail forces, the Railroad and the representative(s) of the Protected Employees shall agree on the method of selection of employees to be moved, and the assignment of those employees to new roles.

(c) **Arbitration.** If the Railroad and the representative(s) of the Protected Employees fail to agree within forty-five (45) days from the initial meeting and opportunity to negotiate, either party may submit the dispute for arbitration in accordance with the following procedures:

(i) **Notice & Selection of Arbitrator.** Within ten (10) days after either party has notified the other in writing of their desire to submit the dispute for arbitration, the parties shall select a neutral arbitrator. If the parties cannot agree upon the selection of said arbitrator, then the parties shall submit a request to the National Mediation Board to appoint an arbitrator. In either case, a hearing shall be scheduled no later than thirty (30) days after an arbitrator has been appointed.

(ii) **Binding Decision.** The decision of the arbitrator shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the date of the commencement of the hearing of the dispute.

(iii) **Expenses.** The salary and expenses of the arbitrator shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(d) **Implementation.** If a notice is issued under Section 4(a), the Railroad shall not implement such a change or changes until: (i) sixty (60) days after the notice in accordance with Section 4(a), if no party requests a meeting and opportunity to negotiate; (ii) the parties reach agreement pursuant to Section 4(b), if a party requests a meeting and opportunity to negotiate; or (iii) a referee has rendered a decision pursuant to Section 4(c).

5. Protections for Displaced Employees

(a) Displacement Allowances.

(i) **In General.** If a Displaced Employee is unable, in the normal exercise of such employee's seniority rights under existing agreements, rules and practices, to obtain a position that is compensated equal to or exceeding the compensation the Displaced Employee received in the position from which such employee was displaced, then the Displaced Employee shall, during the Protective Period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by the Displaced Employee in the position in which such employee is retained and the Average Monthly Compensation received by the Displaced Employee in the position from which such employee was displaced (the "Displacement Allowance").

(ii) **Application of Displacement Allowance.** If a Displaced Employee's compensation in that employee's retained position is less in any month in which such employee performs work than the Average Monthly Compensation, then the Displaced Employee shall be paid the difference between the current compensation and the Average Monthly Compensation. However, the Displacement Allowance shall be reduced by the Displaced Employee's time lost as a result of voluntary absences, to the extent that the Displaced Employee is not available for service equivalent to the Displaced Employee's Average Monthly Time. If, on the other hand, the Displaced Employee, in such employee's retained position, works in excess of the Average Monthly Time in any given month, then the Displaced Employee shall be additionally compensated for such excess time at the rate of pay of the employee's retained position. If a Displaced Employee fails to exercise their seniority rights to secure another position available to the employee which does not require a change in such employee's place of residence, to which the employee is entitled under the working agreement, and which carries a rate of pay and compensation exceeding those of the position that the employee elects to retain, then the Displaced Employee shall thereafter be treated for the purposes of this section as occupying the position such employee elects to decline.

(iii) **Early Expiration.** The Displacement Allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement, or dismissal for justifiable cause.

(b) **Moving Expenses.** Any Protected Employee retained in the service of a Railroad, or who is later restored to service after being entitled to receive a Dismissal Allowance, and is required to change the point of such employee's employment as a result of the Project, and within the employee's Protective Period is required to move the employee's place of residence, shall be reimbursed for all expenses of moving the employee's household and other personal effects, including travel expenses, temporary living expenses, and any actual wage loss during the time necessary to make the move, and for a reasonable time thereafter, not to exceed five (5) days.

(i) **Prior Agreement.** The exact extent of the responsibility of a Railroad under this Section and the ways and means of transportation shall be agreed upon in advance by the Railroad and the Protected Employee or their representatives.

(ii) **Exception.** Changes in residence that are not a result of a Project, which are made after the initial change and that grow out of the normal exercise of seniority rights, are not within the purview of this Section.

(iii) **Furloughed Employees.** The Railroad shall, to the same extent provided above, assume the moving expenses outlined in Section 5(b) for an employee furloughed within three (3) years after changing such employee's point of employment as a result of a Project, who elects to move their place of residence back to their original point of employment.

(iv) **Reimbursement.** A claim for reimbursement shall be paid under the provisions of this Section within sixty (60) days after it is submitted, unless disputed by the Railroad, but no claim shall be paid if presented to the Railroad more than ninety (90) days after the date on which the expenses were incurred.

(c) **Losses from Home Sale or Contract Termination.** Any Displaced Employee who is retained in the service of a Railroad (or who is later restored to service after being entitled to receive a dismissal allowance), and who is required to change the point of such employee's employment during the Protective Period as a result of a Project, is entitled to the following:

(i) **Home Sale for Less Than Fair Market Value.** If the Displaced Employee owns their place of residence in the locality from which such employee is required to move, then at the Displaced Employee's option, the Railroad shall reimburse the Displaced Employee for the difference between the actual sale price and the fair market value of the employee's place of residence. The Railroad shall pay such difference within sixty (60) days after the Displaced Employee has filed a claim for such loss in accordance with Section 5(c)(vi), unless a controversy arises as to which Section 5(c)(vii) applies. In each case, the fair market value of the home in question shall be determined without consideration of the Project. The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Displaced Employee to any other person.

(ii) **Election to Receive Closing Costs.** The Displaced Employee may elect to waive the provisions of Section 5(c)(i) and to receive, in lieu thereof, an amount equal to the closing costs that are customarily paid for and assumed by a seller of real estate in the jurisdiction in which the employee's residence is located. Such costs shall include customary fees paid to a licensed realtor (not to exceed six percent (6%) of the final sale price) and any prepayment penalty required by any mortgagor or beneficiary of a deed of trust. Such costs shall not include

the payment of any mortgage discount points or similar interest discount fees by the Displaced Employee.

(iii) Pending Contract to Purchase. If a Displaced Employee has entered into a contract to purchase a place of residence, but due to a Project must cancel that contract, the Railroad shall indemnify the Displaced Employee against any losses due to such cancellation, and shall relieve the Displaced Employee from any further obligation under the contract.

(iv) Unexpired Lease. If the Displaced Employee holds an unexpired lease of a dwelling as the employee's primary place of residence, and the Displaced Employee must cancel the lease due to a Project, the Railroad shall indemnify the Displaced Employee from all costs and liability arising from said cancellation.

(v) Exclusions. Any change in residence that is not due to or caused by a Project, or that resulted from the normal exercise of a Protected Employee's seniority rights, shall not be within the purview of this Section.

(vi) Notification of Claims. A Displaced Employee shall notify, in writing, the Railroad of such employee's claim arising from this Section 5(c) within one (1) year of the date the Displaced Employee's claim accrues.

(vii) Home Value Disagreements. In the event of disagreement between a Railroad and a Displaced Employee as to the value of a Displaced Employee's claim, either party (or their representatives) may request, in writing, a joint conference to resolve the disagreement.

A. Real Estate Appraisers. If the parties are unable to resolve the disagreement, either party may refer the disagreement to two licensed real estate appraisers, one of whom shall be selected by the Displaced Employee (or such employee's representatives), and one of whom shall be selected by the Railroad. If the two selected real estate appraisers are unable to agree on a valuation within thirty (30) days, the selected real estate appraisers shall designate (or agree to a method by which to select) a third licensed real estate appraiser within ten (10) days. If unable to agree on a selection, either party may request the National Mediation Board to designate within twenty (20) days a third licensed real estate appraiser. A decision by two of the three licensed real estate appraisers shall be required to determine the value in dispute. Said decision shall be final and conclusive.

B. Payment of Expenses. The salary and expenses of the third or neutral appraiser shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Failure to Exercise Seniority Rights. If a Displaced Employee is able but does not exercise such employee's seniority rights to secure another position that does not require a change in the employee's primary place of residence, the Displaced Employee shall not be entitled to moving expenses or protections due to the sale of a home outlined in Sections 5(b)&(c).

6. Protections for Dismissed Employees.

(a) **Dismissal Allowance.** A Dismissed Employee shall be paid a monthly dismissal allowance from the date they are deprived of employment through the Protective Period.

(i) **Monthly Dismissal Allowance Calculation.** The monthly dismissal allowance shall be equivalent to the Average Monthly Compensation received by the Dismissed Employee in the last twelve (12) months of employment prior to the employee's dismissal.

(ii) **Submission of Claim.** A claim for the initial month of a dismissal allowance shall be paid within ninety (90) days and a claim for a subsequent month shall be paid within sixty (60) days after the claim is filed by the Dismissed Employee, unless the claim is disputed by the Railroad pursuant to Section 8 of this Exhibit.

(iii) **Reduction or Suspension of Dismissal Allowance.** If a Dismissed Employee accepts new employment (or reemployment by the dismissing Railroad) during the Protective Period, the dismissal allowance shall be reduced such that the accepted monthly compensation at the then-current position (including any unemployment insurance compensation received) plus the dismissal allowance is equivalent to the Dismissed Employee's Average Monthly Compensation. If the compensation of the Dismissed Employee's then-current employment is greater than the dismissal allowance, the dismissal allowance shall be suspended. Such reduction or suspension shall continue for the duration of the Protective Period, unless and until the Dismissed Employee's then-current compensation is reduced or eliminated. Prior to dismissal, such Dismissed Employee (or their representative) and the dismissing Railroad shall agree upon a procedure by which such Railroad shall be informed of the earnings and benefits of such Dismissed Employee in their new position of employment.

(iv) **Early Termination.** The dismissal allowance shall cease prior to the expiration of the Protective Period in the event of the Dismissed Employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure without good cause to return to service after being notified in accordance with an applicable working agreement, or failure without good cause to accept a comparable position that does not require a change of residence, for which the Dismissed Employee is qualified and eligible with the Railroad from which such employee was dismissed after being notified, if the employee's return does not infringe upon employment rights of other employees under a working agreement.

(b) **Separation Allowance.** A Dismissed Employee may, at such employee's option, within seven (7) days of dismissal or an arbitration award establishing the employee's status as a Dismissed Employee, resign and (in lieu of all other benefits and protections provided in this Exhibit) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936, as amended.

(c) **Priority of Employment or Re-Employment.** Any Protected Employee whose employment is terminated or who is furloughed as a result of a Project shall, if they so request, be granted priority of employment or re-employment to fill a position comparable to that which they held on the Railroad (even if in a different craft or class), so long as they are qualified, or by training or retraining can become physically and mentally qualified, for the position. However, such priority of

employment or re-employment must not be in contravention of any relevant collective bargaining agreements.

(i) **Training or Re-Training.** In the event such training or retraining is requested by a Protected Employee pursuant to Section 6(c), the Railroad shall provide such training or retraining at no cost to the Protected Employee.

(ii) **Waiver of Protections.** If a Protected Employee who has made a request under Section 6(c) fails without good cause within ten (10) days to accept an offer of a comparable position for which such employee has satisfactorily completed such training, the Protected Employee shall, upon the expiration of such ten (10) day period, forfeit all rights and benefits under this Exhibit.

7. Fringe Benefits. No Protected Employee shall be deprived during the Protective Period of any (non-salary) rights, privileges, or benefits attached to such employee's previous employment under the terms and conditions of an existing employment agreement (including, but not limited to, free transportation, hospitalization, pensions, insurance, or vacation benefits), so long as such rights, privileges, or benefits continue to be accorded to other employees of the Railroad, in active service or on furlough as the case may be, to the extent that such rights, privileges, or benefits can be so maintained under present authority of law, corporate action, or through future authorization.

8. Arbitration of Disputes.

(a) **Scope.** Any dispute under these conditions not settled by the relevant parties will be resolved in arbitration as provided herein. In the event a Railroad and the Protected Employee(s) (or their representatives) cannot settle a dispute or controversy with respect to the interpretation, application, or enforcement of any provision of this Exhibit (other than those Sections of this Exhibit that provide for another means of dispute resolution) within thirty (30) days after the dispute arises, either party may refer the dispute to an arbitration committee. The affected Protected Employee(s) (or their representatives) may notify a Recipient of a dispute or controversy under this Section 8 to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

(b) **Notice.** The party referring the dispute to an arbitration committee shall notify the other party in writing of its intent to refer a dispute or controversy to an arbitration committee.

(c) **Selection of Members.** Within ten (10) days of receipt of the written notice, each party to the arbitration shall select one (1) member of the committee, and the members thus chosen shall select an additional, neutral member to serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or a senior officer designated by the Railroad or the Recipient, as the case may be, shall be deemed the selected member. Should the members be unable to agree upon the appointment of the neutral member within ten (10) days, the parties shall then within an additional ten (10) days agree to a method by which a neutral member shall be appointed; failing such agreement, either party may request the National Mediation Board to designate within twenty (20) days the neutral member whose designation will be binding upon the parties.

(d) **Multiple Representatives.** In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the Railroad or Recipient may appoint additional representatives equivalent to the number of labor

organization representatives; provided, however, that the decision in such case shall be made by the neutral member.

(e) **Decisions Binding.** The decision, by majority vote except as provided otherwise in paragraph (d) of this Section, of the arbitration committee shall be final, binding, conclusive, and rendered within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed.

(f) **Expenses.** The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding, and all other expenses shall be paid by the party incurring them.

9. Classification of a Protected Employee. In the event an employee (or their representatives) cannot settle a dispute or controversy with the Railroad or the Recipient as to whether or not a particular employee would be affected by a Project, either party may refer the dispute to an arbitration committee within thirty (30) days after the dispute arises pursuant to the arbitration procedures in Section 8. For any such dispute, the employee of a Railroad shall have the burden to identify, with reasonable specificity, the Project that allegedly affected them, and to specify the pertinent facts of that Project, including the change or changes resulting from the Project that allegedly affected them. The burden shall then shift to the Railroad or Recipient to show that factors other than a change resulting from the Project affected the employee. The employee shall prevail on this issue if it is established that the Project had an effect upon the employee, even if other factors also may have affected the employee.

10. Resolution of Disputes for Non-Bargaining Unit Protected Employees. Any Protected Employee who is not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under this Exhibit. In the event any dispute arises between a Railroad and an employee not represented by a labor organization with respect to the interpretation, application, or enforcement of any provision of this Exhibit that cannot be settled by the parties within thirty (30) days after the dispute arises, either party may, as an alternative to the dispute resolution procedures outlined in this Exhibit, refer the dispute within ninety (90) days after the dispute arises to the Secretary of Labor for determination. The determination of the Secretary of Labor, or their designated representative, shall be final and binding on the parties.

11. Severability. In the event any provision of this Exhibit is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Exhibit shall not be affected.

EXHIBIT C: QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS

FRA GRANT/COOPERATIVE AGREEMENT
Quarterly Progress Report

A. Submission Information

1. Report Submission Date (mm/dd/yy): 2. Report Quarter: - 3. FFY: -

4. Agreement Number	5. Project Title		6. Project Type
7. Completed By (Name)	8. Title	9. Email	10. Phone

11. Certification: By checking this box, I certify that I have reviewed this report and that, to the best of my knowledge, the report is complete, accurate, and meets the terms and conditions of the award.

B. Overall Project Status

	a. Status	b. Explanation
12. Scope	Off-Track	
13. Schedule	Off-Track	
14. Budget	Off-Track	

15. Significant Activities this Quarter	16. Significant Activities Planned for Next Quarter

17. Amendment Request?	17 a. Status	17 b. Explanation
Yes	N/A	

C. Financial Status

Budget Status

18. Budget Changes?	18 a. Status	18 b. Explanation
Yes	N/A	

Expenditures and Reimbursement Status

Funding Source	Actual Expenditures this Quarter
19. FRA Grant:	
20. Grantee Match:	
21. Other Federal Funds:	
22. Total:	\$ 0.00

23. Accomplishments Related to Expenditures in this Quarter	24. Accomplishments Related to Expenditures in other Quarters (if applicable)

Reimbursement Forecast

25. Planned Reimbursement Requests to FRA		26. Unliquidated Obligations	
25 a. Next Quarter	25 b. Next Four Quarters (Cumulative)	26 a. Any reported on this quarter's SF-425?	26 b. Explanation
		No	

D. Major Milestones

If your project contains one or more of the following components, please report on all that apply:

		Completion Date mm/dd/yy			
27. Milestone Name	28. Status	29. Planned	30. Actual	31. Change to Status?	32. Status Notes
All Projects					
27 a. Award of Sub-Contract(s)	Off-Track			N/A	
27 b. Project Work Begun	Off-Track			N/A	
27 c. Project Substantially Complete	Off-Track			N/A	
Projects with a Construction Component					
27 d. Construction Notice to Proceed Issued	Off-Track			N/A	
27 e. ROW Acquisition Complete	Off-Track			N/A	
27 f. Construction Ground-Breaking	Off-Track			N/A	
27 g. Construction Substantially Complete	Off-Track			N/A	
27 h. Environmental Mitigation Substantially Complete	Off-Track			N/A	
27 i. Ribbon-Cutting Ceremony	Off-Track			N/A	
27 j. Commencement of Service	Off-Track			N/A	
Projects with a Rolling Stock Component					
27 k. Test Vehicle Complete	Off-Track			N/A	
27 l. First Rolling Stock Delivery	Off-Track			N/A	

E. Statement of Work Task Status

				Completion Date (mm/dd/yy)			
33. Task #	34. Task Name	35. Status	36. Task Started?	37. Planned	38. Actual	39. Percent Complete (%)	40. Change to Status?
1	Pre-populated	Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
	Contingency (optional)			Page 285 of 320			

41. Status Notes

Public Works

DATE: 7/5/2024

MEMO: 2024-103

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director
Robert Weil, P.E., Water Production Manager

SUBJECT:

Resolution authorizing the City Manager to sign loan documents for the Public Water Supply Loan Program for the South Water Treatment Plant Electrical Improvements, Project Number 2022-18.

SUMMARY RECOMMENDATION:

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to sign loan documents for the Public Water Supply Loan Program for the South Water Treatment Plant Electrical Improvements, Project Number 2022-18. The pending \$21,000,000 loan will cover engineering and construction costs associated with needed electrical improvements to the South Water Treatment Plant.

BACKGROUND:

Illinois Environmental Protection Agency (IEPA) State Revolving Loan Program

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

Project Funding through the Public Water Supply Loan Program

The draft FY2025 Intended Use Plan for the Public Water Supply Loan Program was released to the public on June 3, 2024, and the City of Decatur's requested \$21,000,000 loan was near the top of the list of projects (4th out of 40 submitted projects) to receive the requested funding. The project scored highly because of the need as well as sustainability features designed into the project and the City's adopted Watershed Protection Plan.

The resolution is a normal procedural matter for all IEPA loans. The signatory official is required to be authorized by name to sign documents.

LEGAL REVIEW: The resolution is consistent with the loan ordinance previously approved by the Corporation Counsel.

PRIOR COUNCIL ACTION:

1. **July 12, 2022** – Study session in which the Mayor and City Council were briefed on the Water Utility Long Term Sustainability Plan, which recommended replacement of aging electrical equipment at the South Water Treatment Plant.
2. **July 18, 2022** – Approval of a consulting services agreement with Crawford, Murphy and Tilly (CMT) to design four improvement projects identified in the Water Utility Long Term Sustainability Plan, including the South Water Treatment Plan Electrical Improvements, Project No. 2022-18.
3. **October 17, 2022** – Approval of a resolution authorizing the City Manager to sign loan documents to initiate a State Revolving Fund loan from the Public Water Supply Loan program for engineering and construction costs associated with the South Water Treatment Plan Electrical Improvements, Project No. 2022-18.
4. **September 25, 2023** – Study session in which the Mayor and City Council received a tour of the South Water Treatment Plant and observed some of the 35-year old electrical equipment, which is nearing the end of its useful service life.
5. **March 4, 2023** – Adoption of a loan ordinance to borrow up to \$21,000,000 from the Public Water Supply Loan Program.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The loan payback is included in the Water Capital budget.

Staff Impact: Staff time is allocated for this project.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN LOAN
DOCUMENTS FOR THE PUBLIC WATER SUPPLY LOAN PROGRAM FOR THE
SOUTH WATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS**

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

Section 1. Whereas, application provisions for loans from the Public Water Supply Loan Program for construction of public water supply facilities require that the City of Decatur authorize a representative to sign the loan application forms and supporting documents for the program.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to designate Tim Gleason, the City Manager, as the authorized representative to sign all such loan application forms and documents.

PRESENTED and ADOPTED this 15th day of July 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

SUBJECT: Resolution Regarding Action Regarding Unsafe Structures

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Exhibit	Exhibit

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 24-16

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: July 15, 2024

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

SUMMARY RECOMMENDATION: This is the second step, after the posting of a structure as unfit, which initiates the demolition process. City staff recommends approval.

BACKGROUND: This is the beginning of the process seeking court-ordered demolition of thirteen (13) unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Legal Department staff.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick, Director of Economic and community Development, at 217-424-2727, email cpatrick@decaturil.gov or Michael Snearly, Neighborhood Inspections Manager at 217-450-2347, email msnearly@decaturil.gov.

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

1136 N. College	1854 W. Division	2011 N. Edward
1028 W. Forest	1278 W. Green	1924 S. Hawthorne
1590 W. King	1660 N. Maple	1860 N. Morgan
1029 N. Summit	910 N. Taylor	709 E. Van Buren
1555 N. Wilson		

WHEREAS, the Council of the City of Decatur, Illinois, has found and does hereby find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the best interest of the general public health, safety and welfare that said structures be repaired or demolished.

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

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such actions as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED and ADOPTED this 15th day of July, 2024.

Julie Moore Wolfe, Mayor

ATTEST: _____
Kim Althoff, City Clerk

Council Memo July 15, 2024

Resolution Authorizing Actions Regarding Unsafe Structures

1136 N. College: This property was posted as Unfit for Human Habitation in May of 2024. Multiple violations at property including broken windows and doors, interior surfaces damaged or missing.

1854 W. Division: This property was posted as Unfit for Human Habitation in April of 2024. House has several violations and lacks utilities.

2011 N. Edward: This property was posted as Unfit for Human Habitation in May 2015, demolition case started in April of 2024. House has several violations and lacks utilities.

1028 W. Forest: This property was posted as Unfit for Human Habitation in May of 2024. House has several violations and lacks utilities.

1278 W. Green: This property was posted as Unfit for Human Habitation in May of 2024. House has several violations and lacks utilities.

1924 S. Hawthorne: This property was posted as Unfit for Human Habitation in May of 2024. House has several violations and lacks utilities.

1590 W. King: This accessory garage is collapsing, demolition case started in May of 2024.

1660 N. Maple: This property was posted as Unfit for Human Habitation in November of 2023. House has severe roof damage and lacks utilities.

1860 N. Morgan: This property was posted as Unfit for Human Habitation in April of 2024. House has severe roof and porch damage and lacks utilities.

1029 N. Summit: This property was posted as Unfit for Human Habitation in June of 2024. House has several violations and lacks utilities.

910 N. Taylor: This property was posted as Unfit for Human Habitation in January of 2023, upgraded to demolition case in May of 2024. House has several violations and lacks utilities.

709 E. Van Buren: This property was posted as Unfit for Human Habitation in April of 2024. House has several violations and lacks utilities.

1555 N. Wilson: This property was posted as Unfit for Human Habitation in April of 2024. House has several violations and lacks utilities.

DATE: 7/9/2024

MEMO:

TO: Mayor Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager

SUBJECT: Monthly Reports, June, 2024

ATTACHMENTS:

Description	Type
Economic & Community Development, June, 2024	Backup Material
IT, June, 2024	Backup Material
Police, June, 2024	Backup Material
Public Works, June, 2024	Backup Material
Fire, June, 2024	Backup Material
Transit, June, 2024	Backup Material

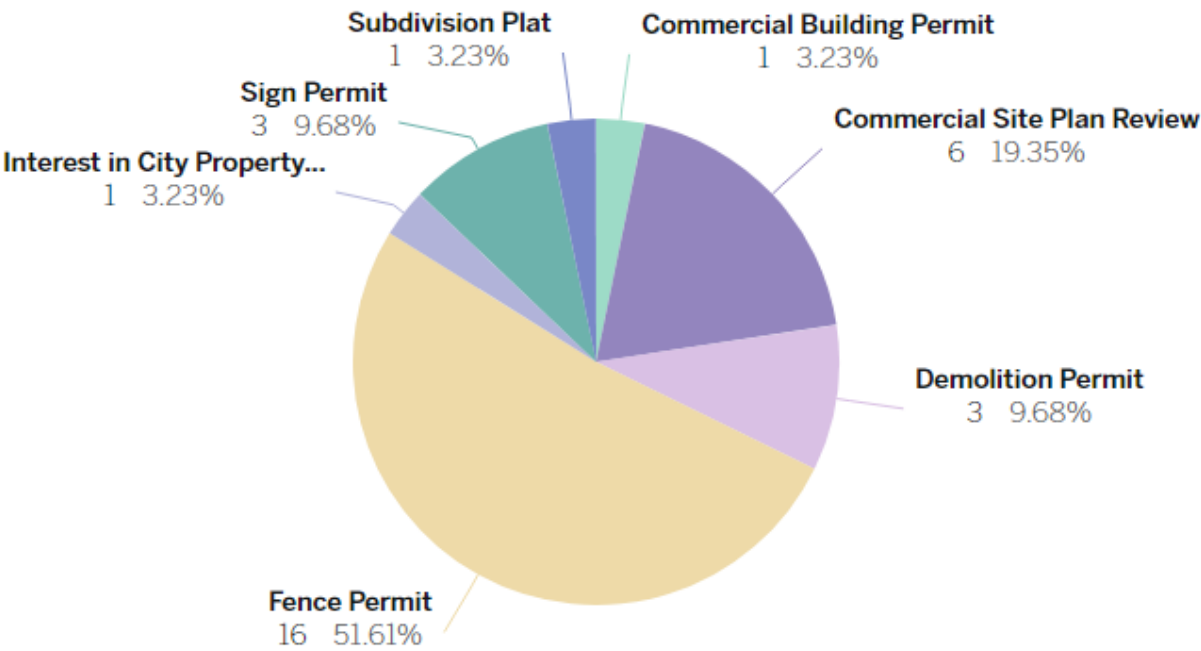
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT

June 2024

PLANNING AND DEVELOPMENT DIVISION

For the month of June, the Planning and Development staff processed and reviewed commercial site plans and various permits for zoning approval. One petition was received for the Plan Commission.

We have ongoing Economic Development projects both in the planning stage and under way. Some are very large projects that will have a significant positive impact if approved. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments, and have reviewed thirty-one (31) submittals, broken down by review type below:



We continue to review and progress with selling City owned property in furtherance of Community Revitalization.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
5	100 Lots	\$48,550

BUILDING INSPECTIONS DIVISION

For June, we issued 631 permits broken down by permit type below. Of those, we had 10 permits with a value of over \$250,000. The Division performed 773 inspections and 6 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	9	\$19,230,079
Residential Building	46	1,827,278
Demolition	1	9,120
Electrical	27	913,869
Mechanical	29	75,703
Plumbing	27	129,703
Roof	474	8,884,159
Pool	1	1000
Fence	15	54,261
Sign	2	41,159
Wheelchair Ramp	0	0
Temporary Structure	0	0
TOTAL	631	\$31,166,331

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue various loan accounts.
- Staff continues to qualify homeowners for the Residential Rehabilitation, Owner-occupied rehab, and Emergency programs.
- Staff participated in neighborhood cleanups in GM Square, MLK, Neighborhood Empowerment, and the Elms neighborhoods.
- Staff hosted a third Jasper Fest to gain input from residents about next steps involving the Jasper St. corridor. Over 300 residents participated in surveys and gave input on the upcoming Consolidated Plan as well as assisted with painting a mural at Johns Hill Middle School.
- Staff prepared the FY24 Action Plan which is due in July.
- Staff is working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- Staff held two public meetings for the FY23 CAPER and FY24 Action Plan.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition, and demolition to various areas of the city.
- Staff continue to be active in the Continuum of Care process as well as homeless prevention related meetings, and events as required by HUD.
- The City of Decatur's grant from IHDA Home Repair and Accessibility (HRAP) continues in partnership with Central Illinois Land Bank (CILBA). Grants are in the form of roof replacements.
- Staff continue to work with the Macon County Mental Health Board and Woodford Homes on the Carrie Lane project. Completion should be finished in August.
- Staff continue planning this year's National Night Out event which will be held on August 6th, 2024.

- Staff continues to work with the Economic Development Council to establish the Workforce Development Ecosystem.
- Staff works on presenting to City Council rehab bids for the old Wee Folks building. Hopeful bids will be approved, and work can begin so daycare slots can be made available for residents.
- The City of Decatur is partnering with Richland Community College, Empowerment Opportunities Corporation (EOC), Building and Trades, Land of Lincoln Credit Union to rehabilitate a house and serve as transitional housing for a homeless family.
- Ten members of ECD are participating in a weight loss challenge, part II.
- Staff continue HOME monitoring older projects funded with HOME Investment Partnership funding.
- Staff work with Communications Coordinator weekly to disseminate ECD activities.
- Staff began working on 2nd quarter goals which include Façade and Homebuyer assistance programs. Manuals are completed and will take place in the form of a program.
- Staff continue working with CICD staff to develop the Homebuyer Ecosystem process.
- Staff meets monthly with Coalition of Neighborhood executive board to assist with capacity and organizational challenges. Final strategic plan complete and ready for implementation.
- Staff continues working with the consultant, (TESKA), Thriving Communities and local partners on the Great Streets, Great Neighborhoods project.
- Staff continue working on the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard.
- Staff continues meeting with GM Square as part of community outreach for the Rt.51 project which will begin soon.
- Staff met with outside agencies, i.e. Dove, CoC, Homeless Advisory Council, Inner Agency All In meeting, SIA, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of June 2024.

ATTACHMENT

NEW CASES	
Health & Safety (72 Hour)	114
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	32
No Garbage Service	5
Nuisance	84
Secure of Abandoned Buildings	17
Weeds	229
TOTAL	481

RE-INSPECTION VISITS	
Code Enforcement	628
Weeds	240
TOTAL	868

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	77
Weeds	294

WEED ABATEMENT	
Contractor Mowed	179
Owner Mowed	33
TOTAL	212

DEMOLITIONS	
Year-to-Date	
Demolished	67
New Cases	6
Sent to Legal	0
Sent to Council	0
Out to Bid	14
Contracts Granted	0
Contract Amount	\$0
Permits Issued	0
Permits Finaled	8
Active Demolitions	186

GARBAGE SERVICE COMPLAINTS	
Received	26

INVOICES*	
New Invoices	331
Dollar Amount	\$49,723.28

PAYMENTS RECEIVED**	
Weeds	\$2,116.00

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2024
June

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- The Debt Check DB2 application has been moved from DB2 to the City's SQL Server.
- Select City IT Department staff observed a demonstration of the new Tyler Citizen Self-Serve module called Resident Access.
- Digging into the potential of utilizing Open Gov module to gather data utilizing its forms module.
- City IT staff successfully assisted the Park District and City Police with deployment of a wireless network utilized at the Lake for the boat races.
- Development of the new Civic+ City Website Continues. Setting up permissions/roles and building content. Anticipated live late July or early August.
- Setup a timelapse camera to capture the construction of the parking lot solar panels.
- Working on migration of data for the Faster Asset system used by MSC/Bus garage to Faster Win Pro.
- Continuing the investigation for replacement and enhancement options for the existing Lake Management DB2 application.
- City IT continues working to migrate Microsoft operating systems on end point devices from Windows 10 to Windows 11. Some end point devices are being replaced to accommodate this update.
- Preparing for an update to our call recording solution called Verba Call Recording. Software upgrade will be completed in June.
- Council approved purchase components to upgrade our virtual server infrastructure has arrived. Deployment plan is being developed for deployment in June.
- City DPD and IT staff continue to participate in a Public Safety system conversion from Central Square to Tyler New World Public Safety with the CIRDC. Project has slowed a bit as issues arise and are being worked through.
- Work continues for the Brush College Fiber extension awarded to Bodine Electric last fiscal year spanning from Richland Community College and north to Hospitality Lane. As of this writing, the project is nearing 70% completion.
- In June, IT processed 95 Help Desk tickets, resolving 75 during the initial point of contact with IT staff (78.9% First Call Resolution Rate (FCR)).

DECATUR ILLINOIS POLICE DEPARTMENT

2024 June Monthly Report

To: Mayor Julie Moore-Wolfe
City Council Members
City Manager Tim Gleason

From: Chief Shane Brandel

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	4
Sergeant	17
Patrol Officer	111
TOTAL	136

Budgeted 148

Non-deployable: Officers at Academy or in FTO 9

Non-deployable: Officers on Injury Status 5

Retirements/Resignations Expected Next Month 0

Civilian Employee Staffing

Executive Assistant	1
Crime Analyst	2
Records Clerk	2
Records Supervisor	1
Parking Enforcement	2
Digital Forensic Examiner	2
Police Support Officer	2
Police Support Specialist	2
FOIA Officer (part-time)	2
TOTAL	16

Freedom of Information (FOIA) Requests

Month: 207 **YTD:** 1,498

DECATUR ILLINOIS POLICE DEPARTMENT

2024 June Monthly Report

PATROL DIVISION

Community Engagement

	Amount	YTD
Community Meetings	0	1
Directed Patrols	214	788
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity

	Amount	YTD
Calls for Service/CAD Incidents	4,982	26,007
Criminal Arrests	346	1,961
Felony Drug Arrests	42	162
Firearms Siezed	20	90
Field Interviews	78	538
City Ordinance Arrests	28	70
Unlawful Use of Motor Vehicles	153	738

Traffic Accidents

	Amount	YTD
Traffic Accidents	177	1,096
Fatal Accidents	0	4
Personal Injury Accidents	30	185

Traffic Enforcement

	Amount	YTD
Traffic Citations	881	3,961
Written Warnings	501	2,380
Parking Citations	378	1,830

Traffic Targeted Enforcement Stats

	Amount	YTD
Driving Under the Influence (DUI) Arrests	28	136
DUI's Involving Accidents	2	37
Electronic Communication Device Stops	23	133
Speeding Stops	437	1,702

DECATUR ILLINOIS POLICE DEPARTMENT

2024 June Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price	Street Value
Cannabis	948	grams	20,688	\$10 / gram	\$206,880
Cocaine - Powder	419	grams	993	\$100 / gram	\$99,300
Cocaine - Crack	124	grams	560	\$100 / gram	\$55,960
Heroin	106	grams	136	\$300 / gram	\$40,800
Ecstasy	0	hits	60	\$20 / hit	\$1,200
Meth	66	grams	1,323	\$100 / gram	\$132,300
K2/Pills	237	pills	354		

	Amount	YTD
Search Warrants	8	46
Currency Seized	\$2,031	\$54,731
Firearms Seized	8	75
Vehicles Seized	0	6
Arrests	40	165

Adult / Juvenile Detective Activity

	Amount	YTD
New Cases Assigned	153	794
Closed/Resolved Cases	86	548
Criminal Arrests	67	338
Homicides	0	3
Infant Death Investigations	0	2
Suicide Investigations	2	6
Missing Person Investigations	5	29
Computer Forensic Exams	3	7

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	13	92
Misdemeanor Arrests	0	1
TOTAL	13	93

	Amount	YTD
Sex Offender Registrations	115	767

**Public Works Department
Monthly Report
June 2024**

Engineering:

2023 Local and State MFT Projects:

Month Activity: Work continued with utility adjustments on Frankin St and Decatur St. 27th St paving was delayed due to the scheduling of a railroad flagger; the paving is scheduled for the first week of June.

Project Background: The local and state MFT projects were designed and advertised by Engineering Staff on August 2, 2023, with bids received on August 15, 2023. Dunn Company provided the lowest responsible bids, and the contract was awarded by the City Council on August 21, 2023. Dunn is scheduled to start the work in early September. Work is complete on Northland, Garfield Ave, Faries, Maryland, Decatur, Franklin, and Airport Plaza.

2023 Water Main Replacement Project:

Month Activity: The work was completed on Medial Dr with work scheduled to begin on Imboden Dr in June.

Project Background: The project was designed and advertised by Engineering Staff on August 2, 2023, with bids received on August 30, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by the City Council on September 18, 2023. The preconstruction meeting was held in October and the materials have been ordered. The Medial Drive phase has been completed.

William St Pump Station Improvements:

Month Activity: Work continued in May with the review and approval of the submittals with

the work expected to start in June.

Project Background: The project was designed and advertised by Engineering Staff and consultant CMT on September 6, 2023, with bids received on October 4, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by the City Council on October 16, 2023. The asbestos was removed in March.

Water Sampling Stations:

Month Activity: The manufacturer's design change of the sampling station has been approved and we are awaiting an ETA for delivery.

Project Background: The project was designed and advertised by Engineering Staff on October 18, 2023, with bids received on November 15, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by the City Council on December 4, 2023.

Old King's Orchard Garden:

Month Activity: Sitework started in May with the stump removal, pavement removal, curb replacement, yard hydrants and site debris cleanup. The grading and soil amendments will be completed in June.

Project Background: The project was designed and advertised by Engineering Staff on September 20, 2023, with bids received on October 4, 2023. Entler Excavating Company, Inc provided the lowest responsible bid, and the contract was awarded by the City Council on October 16, 2023.

2023 Storm Drainage Improvement Projects:

Month Activity: No work was completed in May with work expected to start in June.

Project Background: The project was designed and advertised by Engineering Staff on October 4, 2023, with bids received on October 25, 2023. A&R Mechanical, Inc provided the lowest responsible bid, and the contract was awarded by the City Council on November 6, 2023.

2023 Annual Manhole Rehab:

Month Activity: Work started with approx. 75% of manholes rehabilitated in May. The work should be wrapped up in early June.

Project Background: The project was designed and advertised by Engineering Staff on October 18, 2023, with bids received on November 8, 2023. Culy Contracting provided the lowest responsible bid, and the contract was awarded by the City Council on November 20, 2023.

William Street Closure at Decatur and Eastern Railroad:

Month Activity: All work is completed except for final grade and seeding.

Project Background: The project was designed and advertised by Engineering Staff on October 25, 2023, with bids received on November 8, 2023. Kinney Contractors provided the lowest responsible bid, and the contract was awarded by City Council on November 20, 2023

Fairview Park Storm Sewer:

Month Activity: The storm sewer work was wrapped up in May, final site restoration is scheduled for June.

Project Background: The project was designed by AECOM and advertised by Engineering Staff on October 25, 2023, with bids received on November 15, 2023. A&R Services provided the lowest responsible bid, and the contract was awarded by the City Council on December 4, 2023.

Water Service Daylighting Project:

Month Activity: Work continued in May with approx. 90% of the services daylighted, the remaining work is expected to be completed in June.

Project Background: The project was designed and advertised by Engineering Staff on December 6, 2023, with bids received on January 4, 2024. Hoerr Construction Inc. provided the lowest responsible bid, and the contract was awarded by City Council on January 16, 2024.

Sanitary Sewer Herbicide Root Control Project:

Month Activity: Herbicide was applied to the 1st year of the three-year project. The contractor will be back early 2025 for the 2nd year application.

Project Background: The project was designed and advertised by Engineering Staff on December 13, 2023, with bids received on January 4, 2024. Dukes Root Control provided the lowest responsible bid, and the contract was awarded by the City Council on January 16, 2024.

Faries Park Interceptor Relocation:

Month Activity: The relocation of the sewer was completed in May with the abandonment of the existing scheduled for early June.

Project Background: The project was designed and advertised by Engineering Staff on December 13, 2023, with bids received on January 4, 2024. A&R Services Inc provided the lowest responsible bid, and the contract was awarded by the City Council on February 6, 2024.

Grove Road Bridge Replacement over Sand Creek Arm of Lake Decatur:

Month Activity: The contractor was delayed due to an underwater obstruction at the locations for the new piers. The contractor mobilized a subcontractor that specializes in this work and the

subcontractor removed the obstructions on the west side which allowed for the installation of the permanent casings and piles. The contractor has mobilized to the east side to set up to remove the obstructions in June.

Project Background: The project was designed by WHKS and advertised by Engineering Staff on December 20, 2023, with bids received on January 12, 2024. C-Hill Civil Contractors provided the lowest responsible bid, and the contract was awarded by the City Council on February 6, 2024. The Work is scheduled to start on March 13th with the full closure of Grove road at the structure. Th work started in March with the removal of the old bridge deck.

West Mound Road Bridge Substructure Repairs over Stevens Creek:

Month Activity: Sangamo has started the preliminary project preparation and approvals. The work is scheduled for late July to allow for dry and low water conditions.

Project Background: The project was designed by AECOM and advertised by Engineering Staff on December 20, 2023, with bids received on January 12, 2024. Sangomo Construction Company provided the lowest responsible bid, and the contract was awarded by the City Council on February 6, 2024.

South Water Treatment Plant Chemical Feed Improvements:

Project Background: The project was designed by CMT and advertised by Engineering Staff on January 24, 2024, with bids received on March 20, 2024. Henson Robinson Company provided the lowest responsible bid, and the contract was awarded by the City Council on April 1, 2024.

Oakley Sediment Basin Drainage Improvements:

Month Activity: Work started with the drainage improvements on the south side with approx.

30% of the work completed. Work is expected to continue in June.

Project Background: The project was designed by Martin Engineering and advertised by Engineering Staff on January 24, 2024, with bids received on March 20, 2024. Lourash and Mahanna Excavation LLC provided the lowest responsible bid, and the contract was awarded by the City Council on April 1, 2024.

MUNICIPAL SERVICES MONTHLY DATA
JUNE 2024

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	417 patches	256	
LS Replacement Asphalt	25.7 sq yds	10	
Milling / Asphalt	15.6 sq yds	21	
Miscellaneous / Asphalt	0	140	
Pothole Patch / Repair	1104 patches	210	
Street Repair / Asphalt	183.45 sq yds	95	
CONCRETE	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Concrete	0	131	
SS Utility Cuts / Curb & Gutter	0 linear ft	0	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	0 sq yds	0	
SS Utility Cuts / Sidewalk	0 sq ft	0	
Water Dept Cuts / Curb & Gutter	8.32 linear ft	12.5	
Water Dept Cuts / Driveway	0 sq yds	0	

Water Dept Cuts / Pavement	58.35 sq yds	185	
Water Dept Cuts / Sidewalk	88.8 sq ft	49.5	
LS Replacement Sidewalk	472 sq ft	138	
LS Replacement Pavement	25.65 sq yds	42	
LS Replacement Driveways	0 sq yds	0	
LS Replacement Curbs/Gutters	0 ln ft	0	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		110	
Flowerbed Maintenance		26	
Fountain		44.5	
Sweeping / Downtown Parks		2	
Downtown Parks		65.5	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Central Park / Electrical		2	
Service Calls / Other Departments		0	
Street Light Maintenance		61 Straight / 5 OT	
Traffic Signal Repair		194.5 Straight / 39 OT	
Warning Siren Maintenance		84 Straight / 2 OT	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	98.94%	653.93	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		23	

Mowing City Lots		0	
Mowing City Property / ROW		247	
Mowing City Property / State ROW		113.5	
MSC Maintenance		53	
New Tree Care & Maintenance		12	
Pesticide Application		9	
Storm Damage Clean-up		184	
Stump Removal	0	0	
Tree Removal	220 (inch diameter)	201	
Tree Trimming	80	218	
Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		17	
Parking Lots/Garage Maintenance		35	
Parking Meter Collection		15	
Parking Meter Repair		9.5	
Special Projects / Parking		0	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	14,000 linear ft	23	
Catch Basin / Pumped	5	10	
Catch Basin / Repaired	5	20.5	
Culvert / Installed	225 linear ft	67	

Culvert / Jetted	0 linear ft	0	
Ditch / Cleaning	1,656 linear ft	65.5	
Storm Sewer / Jetted	415 linear ft	4	
Storm Sewer / Repaired	0	0	
Sanitary Back-up / Jetted	2,680 linear ft	22	
Sanitary Manholes / Pumped	0	0	
Sanitary Manholes / Repaired	11	16	
Sanitary Sewers / Cleaned	2,648 linear ft	20	
Sanitary Sewers / Jetted	1,265 linear ft	18	
Sanitary Sewers / Roots	47,302 linear ft	146	
Sanitary Sewers / Repaired	0	0	
Street Cleaning / 3 rd Shift	114.2 miles	31.5	
Street Cleaning / County Roads	0 miles	0	
Street Cleaning / Neighborhoods	98.1 miles	204	
Street Cleaning / Priorities	84.4 miles	64	
Street Cleaning / State Routes	87.7 miles	28.5	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	273	17	
Miscellaneous Traffic Control		38	
Mowing Entry Signs		0	
Signs / Installed	39	83	
Signs / Made	53	108.5	

Signs / Repaired	16	23	
Striping / Paint	1,400 feet	34	
Striping / Tape	0 feet	0	
Symbols / Paint	0	0	
Symbols / Thermoplastic	0	0	
Traffic Control (set up & removal)		4	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		0	
72-hour / Clean-Up	51	251	
72-hour / Travel Time		16.5	
Abatements (weed & brush)	3	17	
Home Secures	33	20	

**Water Production Division
Monthly Report
June 2024**

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

featured in the WaterSmart Innovations conference held by the American Water Works Association in September 2024.

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

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

Lake Decatur Watershed Management Plan:

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

Northwater Consulting continued operating the watershed water quality monitoring network, planning to construct high priority BMPs and operationalizing the Spatial Watershed Assessment and Management Model (SWAMM). City staff continued meeting with farmers and landowners

to evaluate erosion and nutrient runoff concerns, design BMPs for this year, manage upcoming projects in the Lake Decatur Watershed Protection Program and review the draft 2023 water quality monitoring report recently completed by Northwater Consulting.

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

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

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

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

Water Production: Continued assisting with the completion of the South Water Treatment Plant claricone construction project and electrical improvements project design. 619.50 million gallons (MGD) of potable water were pumped into the water distribution system which is in the

typical range for the month of June. In June 2022 and June 2023, the production was 609.65 MGD and 624.06, respectively.

Performance Outcomes:

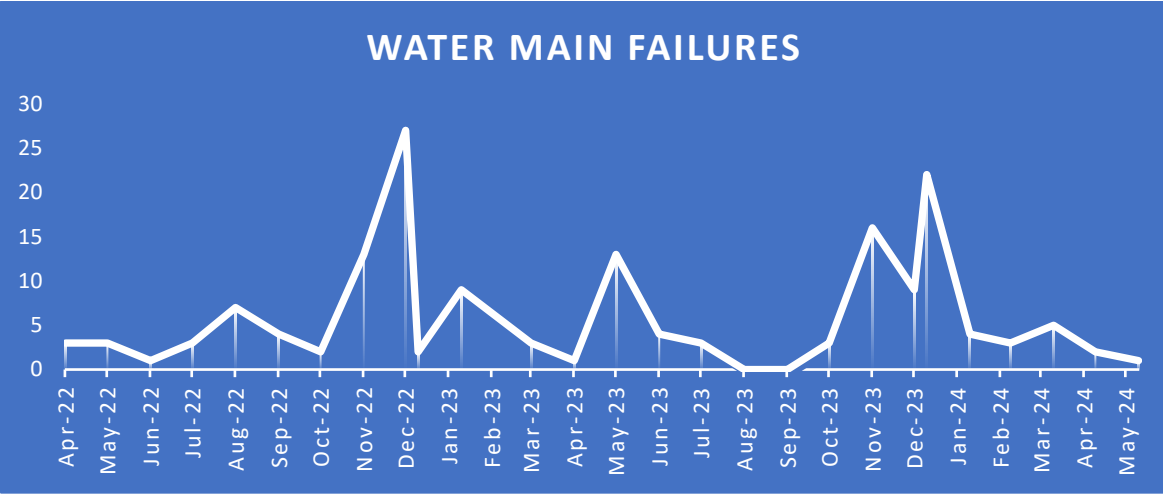
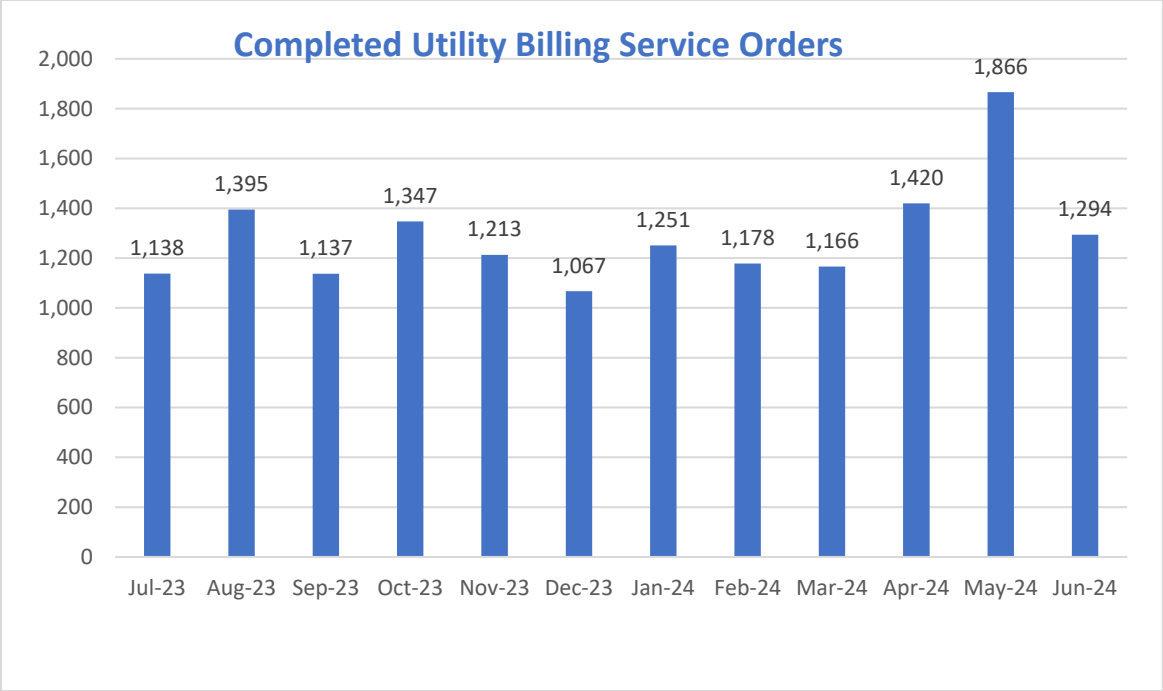
1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No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

May 2024

Water Services:

Staff repaired 1 water main failure, 1 fire hydrant, 23 water services and inspected 9 system control valves and 2 fire hydrants. Completed 1,294 Utility Billing service orders and 115 miscellaneous distribution system orders.

The Franklin Street Water Tank was put back in service on June 21st after crews from Utility Service Co. inspected, cleaned and recoated the interior and exterior of the tank. Staff also assisted with testing and inspection of the water main replacement projects on Brush College Road and Medial Drive.





DECATUR FIRE DEPARTMENT
MEMORANDUM
2024-08

July 9, 2024

TO: Tim Gleason, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – June 2024

The fire department responded to 1165 alarms in June. The department has responded to 6888 alarms through June. The overtime budget is a concern at this point, as there are 6 vacancies in the department. There are a couple people off with long term injuries, two away for military leave and 3 pending retirements. The firefighter hiring list should be approved by the Civil Service Commission at their July meeting. Once the list is approved, the process to hire 10 firefighters will begin. The new firefighters will be sent to the fire academy in September to complete the 10-week academy.

Ambulances continue to be an issue as Abbott Ambulance fails to meet the requirements contained in their agreement with the City. We met with Abbott Ambulance representatives, and they are working towards compliance.

Incident Type Category	2024					
	Jan	Feb	Mar	Apr	May	Jun
1 - Fire	28	31	32	21	34	34
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	1	4	0	1	0	0
3 - Rescue & Emergency Medical Service Incident	879	758	769	803	869	843
4 - Hazardous Condition (No Fire)	40	22	29	39	32	38
5 - Service Call	114	113	112	109	98	102
6 - Good Intent Call	83	92	85	80	87	80
7 - False Alarm & False Call	87	55	69	65	78	66
8 - Severe Weather & Natural Disaster	0	0	0	2	0	0
9 - Special Incident Type	0	1	0	1	0	2
Grand Total	1,232	1,076	1,096	1,121	1,198	1,165

The busiest fire apparatus for June is listed in the chart below.

Apparatus	Number of Alarms
Engine 1	253
Engine 5	235
Engine 3	195
Engine 6	189
Engine 4	155

Training Division:

Fire

- Practical application of ventilating a flat roof on a commercial structure. The department trained at the old Kroger's in Fairview Plaza and a building Millikin provided.
- Developing decision making skills of an Engine or Truck Officer.

EMS

- Practical overview for new protocols. The new protocols are set to go into effect in July, so the training and testing were completed this month.

Technical Rescue

- Structural Collapse Shoring with Paratech Shoring.

Drone

- Learning the applications of navigating the drone through an obstacle course.

Fire Prevention:

The new Inspectors attended required training and are continuing to catch up on inspections there were not completed the last four years.

Transportation Services Department

Monthly Report

June 2024

Mass Transit Division

For the month of June, the Mass Transit staff completed the following projects:

1. Route Study: COA is 75%. Consultant is finalizing new route options and their costs versus existing service and costs. Consultant is moving forward with the Microtransit Operations Contract RFP scope to be in line with launching Microtransit Jan '25.
2. Awarded a new IDOT planning grant: High-Speed Rail Feasibility Study. In June of 2023 City Council approved this application be submitted to IDOT. Please reference R2023-109 for more information. We are currently awaiting the grant agreement.
3. MV Operators were 60 days accident free on June 31, 2024.

Our ridership for the month consisted of the following:

Fixed Route	Mon-Sat	Sundays	Total
Passenger Rides	76,121	1,487	77,608
Miles Driven	83,651	3,346	86,997
On Time Performance			93%
Train Delays			8

Paratransit	Mon-Sat	Sundays	Total
Passenger Rides	1,242	32	1,274
Miles Driven	7,451	86	7,537
On Time Performance			95%

*On Time Performance (OTP): method of understanding punctuality for public transit

Facilities Maintenance Division

The Maintenance Manager has developed individualized building inspection reports for each facility based on the model that transit uses for the FTA requirements. Each City building will receive Quarterly inspections-these inspections will aid in long term capital planning and maintenance costs.

1. Transit Facilities: Office relocations, HVAC updates, and repairs at Transit Center to correct flow and safety for bus drivers and dispatchers. Continued safety initiative including: installation of security cameras and doors, painting, and concrete repair. Some of these items including the Door and concrete repairs are awaiting IDOT approval.
2. Library Facilities:

- a. Lease Space: Plumbing project completed in clinic.
 - b. Library: Roofing and HVAC project underway.
3. Police Facilities: Building maintenance PM schedule is completed.
4. Civic Center: Solar project underway-installation in progress and nearing completion.
Water Customer Service window project underway.
5. MSC: Roof project underway. Fire alarm maintenance and testing.
6. Fire Department: Quotes for new fire dept. boat dock, HVAC repair, monitor system repair, window repair and replacement.
7. Wee Folk: Waiting on final lead test post mitigation. Will have more updates with project since the bids/contracts were approved for sprinkler system, fire alarm, hvac, etc.

Electric Vehicle (EV) Division

For the month of June, the EV staff completed the following projects:

1. EVRP kickoff and stakeholder meeting #2 completed.
2. The next EVRP stakeholder meeting is scheduled for June 2024.
3. EV Survey is complete, currently have over 900 responses.
4. NEVI (National Electric Vehicle Infrastructure) research and funding options.
5. Engagement with TEEM (Towards Equitable Electric Mobility) and partners.