



**Monday, June 5, 2023
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of May 15, 2023 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Authorizing an Intergovernmental Agreement with the State of Illinois for Electric Vehicle (EV) Planning
2. Resolution Authorizing an Agreement with Concentric Integration, LLC for Water Facilities PLC Upgrades Design City Project 2023-12
3. Resolution Authorizing Managed Support Agreement with Concentric Integration, LLC for South Water Treatment Plant SCADA System
4. Resolution Authorizing the Execution of a Payment to the Macon County Highway Department for the Relocation of Water Mains on South Franklin Street (County Highway 61)
5. Resolution Accepting Altorfer, Inc. for the Sourcewell Contract Purchase of One (1) 2023 CAT-420-07 Backhoe Loader
6. Resolution Accepting Garner-Hoadley Auto Body for the Repair of One (1) 2020 Ford Police Interceptor Utility Vehicle, Unit 802
7. Ordinance Creating PACE Area and Establishing Illinois Finance Authority Program Administrator and Bond Issuer
8. Resolution Authorizing the City Manager to Enter into a Grant Agreement between the City of Decatur and State of Illinois Department of Commerce & Economic Opportunity for Community Development and Violence Prevention

9. Resolution Authorizing the City Manager to Negotiate Terms and Execute an Agreement Between the City of Decatur and Good Samaritan Inn for an Urban Ag Project
10. Resolution Authorizing the City Manager to Negotiate Terms and Execute an Agreement between the City of Decatur and Old King's Orchard Community Center for an Urban Ag Project and Community Services
11. 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 Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 2200 Block East Hickory Street Between North 22nd Street and North 23rd Street Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America Bike Night - June 15, 2023
 - B. Ordinance Annexing Territory 3018 Tempe Drive
 - C. Ordinance Annexing Territory 1585 East Grove Road
 - D. Resolution Approving Appointments - Library Board of Trustees
 - E. Resolution Approving Reappointment - Library Board of Trustees

VI. Other Business

VII. Adjournment

City of Decatur 2023 Water Quality Report

SUBJECT: Approval of Minutes of May 15, 2023 City Council Meeting

ATTACHMENTS:

Description

Type

Minutes of May 15, 2023 City Council Meeting

Backup Material

CITY COUNCIL MINUTES

Monday, May 15, 2023

On Monday, May 15, 2023, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Ms. Yvonne Singley, President of Tri-County Links Incorporated, presented a proclamation for Links Day. Tri-County Links Incorporated presented Mayor Moore Wolfe with the Beacon award.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Ayn Owens, Abeer Motan and Georgetta Eubanks.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the May 1, 2023, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Horn and on call of the roll, Council members Pat McDaniel, Lisa Gregory, David Horn, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Councilman Chuck Kuhle abstained from the vote. Mayor Moore Wolfe declared the motion carried.

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

City Manager Wrighton presented the Treasurer's Financial Report.

R2023-92 Resolution Authorizing Professional Service Agreement with CliftonLarsonAllen, LLP for Auditing Services and Non-Audit Advisory Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Ms. Ruby James, Finance Director, responded to questions from Council members about the audit.

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

R2023-93 Resolution Authorizing the Execution of a Service Agreement for the Electricity Supply for Residential and Small Commercial Retail Customers Under the Municipal Aggregation Program, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Deputy City Manager Jon Kindseth responded to questions about the program.

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

R2023-94 Resolution Authorizing an Intergovernmental Agreement Between the City of Decatur and Central Illinois Land Bank Authority for Acquisition of Certain Properties through Abandonment Proceedings, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Deputy City Manager Kindseth gave an overview of the Resolution.

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

R2023-95 Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy and Tilly, Inc. to Provide Final Design Engineering Services for the South Water Treatment Plant Electrical Improvements Project, City Project 2022-18, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the following six Resolutions as they all related to the Brush College Road project.

Mr. John Schwalbach, Vice-President of AECOM, provided history on the project.

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

R2023-95A Resolution Rescinding a Local Public Agency Agreement for Federal Participation of Brush College Road/Faries Parkway Railroad Grade Separation, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-96 Resolution Authorizing a Joint Funding Agreement for Construction of the Brush College Road Grade Separation of Faries Parkway, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-97 Resolution Rescinding a Local Public Agency Engineering Services Agreement with AECOM Technical Services for Construction Engineering Services for Brush College Road/Faries Parkway, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-98 Resolution Authorizing a Local Public Agency Engineering Services Agreement with AECOM Technical Services, Inc. for Construction Engineering Services for Brush College Road/Faries Parkway Grade Separation Project City Project 2009-33 Section 09-00933-01-BR, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-99 Resolution Authorizing Supplement #2 to the Professional Engineering Services Agreement with AECOM for Design Services for the Brush College Road Grade Separation over Faries Parkway and the Norfolk Southern Railroad City Project 2009-33 Section 09-00933-01-BR, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-100 Resolution Authorizing Supplement #2 to the Local Public Agency Engineering Services Agreement with AECOM Technical Services, Inc. Section 09-00933-01-BR, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-101 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for 2023 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2023-09, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-102 Resolution Accepting Woody's Municipal Supply Co. to Upfit Eight (8) Dump Trucks, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-103 Resolution Accepting the Sourcewell Bid of Key Equipment & Supply Co. for the Purchase of One (1) 2023 Elgin Pelican Street Sweeper, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-104 Resolution Authorizing a Stipulated Agreement Concerning Safety Improvements at the At-Grade Crossing with Decatur and Eastern Illinois Railroad at Airport Road, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-105 Resolution Authorizing Expenditure of Funds to Purchase an Expansion for the Lenel Security Access System and Add Secure ID Badge Security to Four Doors within the Civic Center Building, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-106 Resolution Authorizing Expenditure of Funds to Replace a Data Storage Array at End of Support from Presidio Networked Solutions Group, LLC, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-107 Resolution Authorizing Expenditure of Funds to Replace a Data Storage Array at End of Support from Presidio Networked Solutions Group, LLC, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-108 Resolution Authorizing Technology Upgrades to be Installed on the 2nd Floor of the Decatur Public Library in Support of Workforce Development, and Training Space, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-109 Resolution Authorizing Application Submittal and Execution of the Technical Assistance Grant with IDOT Office of Intermodal Project Implementation, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

Motion Amending City Council Policies Concerning Placing Items on the City Council Agenda, was presented.

Council members discussed options for placing items on agendas.

Councilman McDaniel made a motion to keep the policy for placing items on Council agendas the same, seconded by Councilman Kuhle.

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

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through D. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. Councilman Horn requested to remove Item D. from the Consent Agenda Calendar. The Clerk read items A. through C.:

Item A. 2023-30 Ordinance Annexing Territory 2264 Mesa Drive

Item B. R2023-110 Resolution Authorizing the Execution of Payment to Steve's Trucking for the Emergency Demolition of Vacant Building at 712 W. Packard St.

Item C. R2023-111 Resolution Approving Appointments – City Plan Commission

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

R2023-112 Resolution Authorizing Additional Fund Distribution to Crossing Healthcare and Heritage Behavioral Health Center for Use of Opioid Settlement Funds, was presented.

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

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

Councilman Culp recognized Peace Officers' Memorial Day and National Police Week. The second meeting in June of the Decatur City Council will be held on Tuesday, June 20, 2023, due to the Juneteenth holiday falling on Monday, June 19, 2023. Councilman Cooper raised concerns about service issues with local garbage haulers and asked about the fire contract.

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

Mayor Moore Wolfe declared the City Council meeting adjourned at 7:40 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Resolution Authorizing an Intergovernmental Agreement (IGA) with the State of Illinois for Electric Vehicle (EV) Planning

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
IDOT Agreement	Backup Material

OFFICE OF THE CITY MANAGER

June 5, 2023

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing an Intergovernmental Agreement (IGA) with the State of Illinois for Electric Vehicle (EV) Planning

RECOMMENDATION: The attached Resolution allows for the City of Decatur to authorize and execute the grant for the Illinois Department of Transportation's Planning and Research Grant for the Electric Vehicle Readiness Plan for \$300,000.00

BACKGROUND: The City of Decatur has been awarded a Planning and Research Technical Assistance Grant for the development of an Electric Vehicle Readiness Plan. The City applied for \$240,000 with a pledged local match of \$60,000. This Resolution with authorize the City of Decatur to execute the grant agreement with IDOT.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth at 217-424-2323 or Jkindseth@decaturil.gov or Lacie Elzy at 217-542-3559 or Lelzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: Authorizes execution of EVRP Grant with IDOT.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
(IGA) WITH THE STATE OF ILLINOIS FOR ELECTRIC VEHICLE (EV) PLANNING**

WHEREAS, 20 ILCS 2705/2705-300 and 2705-305 of the Department of Transportation Law authorizes the Illinois Department of Transportation (IDOT) to make financial assistance available for the purpose of conducting studies, demonstrations and development projects which shall be designed to test and develop methods for increasing public use of mass transportation and for providing mass transportation in an efficient, coordinated, and convenient manner; and

WHEREAS, funding may be provided from a 49 U.S.C. § 5305 grant made to IDOT by the Federal Transit Administration (FTA), and/or by IDOT funds, and/or by the City of Decatur using local funds; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient.

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

Section 1. That the City Manager of the City of Decatur, Illinois is hereby authorized and directed to execute on behalf of the City of Decatur, the Grant Agreement or subsequent Grant Agreement Amendments resulting from aforesaid application.

Section 2. That the transit staff of the City of Decatur, Illinois is authorized to furnish such additional information as may be required by the Department in connection with the aforesaid application for said Grant.

Section 3. That transit staff of the City of Decatur is hereby authorized and directed to sign such documents as may be required by the Department to request payment for the project funding authorized under aforesaid Grant Agreement.

PRESENTED AND ADOPTED this 5th day of June 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



Illinois Department of Transportation

Bucksheet

[Reset Form](#)
☒ Under \$250,000 ☐ Over \$250,000

Priority

Normal

Office Planning & Programming	District / CO CO	Bureau Planning
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File Subject Agreement, Signature	Amount Range \$240,000.00
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Secretary Explanation

Subject Executive Signatures for Grant Execution

Project in Relation to Statewide Planning and Research Funds / 494-00-1439

Description of Action Decatur Area EV Readiness Plan

DBE Goal None	☐ IL Works	☐ Capitol/Stimulus	☐ Notary Required
☐ FY Deadline	Fiscal Year Date		

Consultant Name/Contractor N/A	Letting Date
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County Macon	District 3	Job Number N/A	PTB-Item N/A
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Amount of Agreement 240000.00	Route
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Section N/A	Phase N/A	Contract Number SB98(643)	Agreement Number 23-1439-39187
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State Dollars	Federal Dollars 240000.00	Local Dollars 60000.00	Total Dollars 300000.00
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Source of State Fund 494-00-1439	% Reimburse from Feds 80.00000000 %
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Remarks A Copy of the Fully Executed Agreement " 23-1439-39187" will be sent to the program area, the program area will provided the grantee "City of Decatur, Illinois" a copy of the fully executed agreement along with the reporting requirements.

GRANT AGREEMENT**BETWEEN****THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION****AND****CITY OF DECATUR**

The Illinois Department of Transportation _____ (Grantor) with its principal office at
 2300 South Dirksen Parkway, Springfield, IL 62764 _____ ,
 and City of Decatur _____ (Grantee) with its principal office at
 1 Gary K Anderson Plaza, Decatur, IL 62523 _____ ,
 and payment address (if different than principal office) at Same
 hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties"
 or individually as a "Party."

PART ONE - THE UNIFORM TERMS**RECITALS**

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

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

ARTICLE I**AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION**

1.1 DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 075613000 is Grantee's correct DUNS Number, HCL3MP6L8XV5 _____ is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and 376001308 _____ is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| ☐ Individual | ☐ Pharmacy-Non Corporate |
| ☐ Sole Proprietorship | ☐ Pharmacy/Funeral Home/Cemetery Corp. |
| ☐ Partnership | ☐ Tax Exempt |
| ☐ Corporation (includes Not for Profit) | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Medical Corporation | ☐ P = partnership |
| ☒ Governmental Unit | ☐ C = corporation |
| ☐ Estate or Trust | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be \$240,000.00, of which \$240,000.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is SB98(643), the federal awarding agency is Federal Highway Administration, and the federal award date is 07/01/22. If applicable, the Assistance Listing Program Title is Highway Planning & Construction and the Assistance Listing Number is 20.205. The Catalog of State Financial Assistance (CSFA) Number is 494-00-1439, and the CSFA Name is Statewide Planning and Research Funds (SPR). The State Award Identification Number is 1439-39187.

1.4 Term. This Agreement shall be effective on 02/15/2023 and shall expire on 08/15/2024 (the "Term"), unless terminated pursuant to the Agreement.

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

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

☒ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

DocuSigned by:
By: Osman, Jem
Signature of Osman, Secretary of Transportation

By: _____
Signature of Designee
Date: 5/4/2023 | 7:42 AM CDT
Printed Name: _____
Printed Title: _____
Designee

DocuSigned by:
By: Yangsui Kim
Signature of Yangsui Kim, Chief Counsel

By: _____
Signature of Designee
Date: 5/3/2023 | 4:31 PM CDT
Printed Name: _____
Printed Title: _____
Designee

DocuSigned by:
By: Vicki L. Wilson
Signature of Vicki Wilson, Chief Financial Officer

By: _____
Signature of Designee
Date: 5/4/2023 | 7:40 AM CDT
Printed Name: _____
Printed Title: _____
Designee

DocuSigned by:
By: Holly Bieneman
Signature of Holly Bieneman, Director of OPP

By: _____
Signature of Designee
Date: 5/3/2023 | 8:46 PM CDT
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Fourth Other Approver's Name and Title

Date: _____
Printed Name: _____
Printed Title: _____
Designee

City of Decatur

DocuSigned by:
By: Scot Wrighton
Signature of Authorized Representative
Date: 5/2/2023 | 11:05 PM CEST

Printed Name: Scot Wrighton
Printed Title: City Manager
Email: wrighton@decaturil.gov

By: _____
Signature of Authorized Representative
Date: _____
Printed Name: _____
Printed Title: _____
Email: _____

ARTICLE II REQUIRED REPRESENTATIONS

2.1 Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

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

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

ARTICLE III**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV PAYMENT

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

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

4.3 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

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

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

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

4.7 Interest.

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

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

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditures described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2 Indirect Cost Rate Submission.

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

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

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

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education.
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the

cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit.

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

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

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

7.5 Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

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

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

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

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

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

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

(ii) If records do not meet the standards in 2 CFR 200. 430, then Grantor may notify Grantee in **PART TWO, PART THREE or Exhibit G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

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

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

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

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

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

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

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

ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

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

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

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX CRIMINAL DISCLOSURE

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

ARTICLE X UNLAWFUL DISCRIMINATION

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

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

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

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

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

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

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

ARTICLE XI

LOBBYING

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

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

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

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

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

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

ARTICLE XII

MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

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

13.2 **Close-out Reports.**

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)

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

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

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

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

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

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

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

ARTICLE XV AUDIT REQUIREMENTS

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

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

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

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

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

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

15.3 Entities That Are Not "For-Profit".

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

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

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

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

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

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

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

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

15.4 "For-Profit" Entities.

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

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

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

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

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

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

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination.

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

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

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

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

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

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

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

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

16.4 **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and, 7000.260.

16.5 **Effects of Suspension and Termination.**

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

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

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

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

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

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

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

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

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

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

ARTICLE XVIII

NOTICE OF CHANGE

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

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

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

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

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

ARTICLE XIX

STRUCTURAL REORGANIZATION AND RECONSTRUCTION OF BOARD MEMBERSHIP

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

ARTICLE XX

AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST

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

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

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

ARTICLE XXII
EQUIPMENT OR PROPERTY

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

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

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

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

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

ARTICLE XXIII**PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

ARTICLE XXIV**INSURANCE**

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

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

ARTICLE XXV**LAWSUITS AND INDEMNIFICATION**

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

25.2 Indemnification and Liability.

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

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

ARTICLE XXVI**MISCELLANEOUS**

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

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

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

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

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

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

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

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

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

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

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

26.12 Precedence.

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

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

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

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

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

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

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

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

EXHIBIT A
PROJECT DESCRIPTION

CSFA Number	NOSA/SAIN Number	GATA Registration Number
494-00-1439	1439-39187	671827
Decatur Area EV Readiness Plan As of March 15, 2022, there were 960 EVs registered with the Illinois Secretary of State in the counties from Springfield to Champaign, including 87 in Macon County. Decatur is roughly half-way between Springfield and Champaign, serving as an important connection for drivers coming to and leaving Macon County to reach employers, Universities and other important destinations. As EVs are deployed more widely in the near future, the City of Decatur and its partners recognize the need to be prepared to support the growing demand for charging infrastructure. [Illinois Electric Vehicle Counts March 15, 2022 (ilsos.gov)] The City of Decatur's Electric Vehicle Readiness Plan (EVRP) will be developed to identify public locations for electric vehicle charging infrastructure primarily and to identify large employers that could make workplace charging available and multi-unit dwelling owners to offer charging to tenants and will include community engagement and education, which will ultimately contribute to increased local electric vehicle adoption. To inform siting recommendations, the plan will include a technical analysis driven by electrification trends and a future year forecast. The analysis will include a data-driven assessment of barriers to transportation electrification, an evaluation of expected electric vehicle adoption, expected emissions reductions, types of chargers recommended for specific sites and readiness of these locations, policies, and magnitude of cost for implementation of a robust and equitable charging network within Decatur and Macon County. The EVRP will be developed with active stakeholder participation and a strong commitment to community education and engagement to ensure that recommendations appropriately capture local priorities. There are many barriers that can hinder communities from developing local plug-in electric vehicle (PEV) charging networks. As such, the EVRP will include information to supplement the technical analysis and provide a holistic lens of implementation considerations. This includes best practices regarding local policies, zoning, planning, and permitting considerations, inspection and safety plans, new construction, fleet leadership, partner and community engagement and education, and a funding matrix to determine eligibility and funding opportunities to support implementation. The EVRP will support infrastructure investment decisions for Decatur, Macon County, Decatur Mass Transit, the Decatur Park District and other relevant partners. The Plan will analyze current conditions including a background on PEVs and charging infrastructure, existing utility capacity, emissions, offer community engagement strategies and an evaluation of EV adoption in the region. Using state of the art forecasting tools and methods, the Plan will include a forecast for PEV adoption, grid demand and potential emissions benefits. A gap analysis will be done to address current needs and proactively identify strategies and implementable actions to prepare for future demand. Tools recommended in the Infrastructure Investment and Jobs Act of 2021 will be used for the baseline analysis, equity considerations, and gap analysis. In addition, Argonne National Laboratory's Alternative Fuel Life-Cycle Environmental and Economic Transportation tool (AFLEET) will be used to estimate the emission benefits of charging infrastructure, as well as costs and emissions benefits for City and County fleets to switch to electric vehicles. The Plan will result in a public infrastructure deployment strategy that considers public and private charging solution options, location options, access to corridors and their development, charging infrastructure costs, cost recovery models, investments, and partner and community engagement and education needed to implement alternative solutions. A review of local policy and implementation best practices and emerging technologies will be done to align recommendations with the state of the art in PEV charging deployment. The Plan will include a funding matrix for implementing recommendations to prepare Decatur, Macon County and the Central Illinois area for growing demand for PEV charging infrastructure. The Plan will include a review of permitting, zoning and building codes to address any regulatory barriers to PEV adoption. There will be an assessment of workforce and training needs to meet infrastructure, vehicle and grid demands. The estimated jobs impact of EVSE installations and operations will be conducted with Argonne's JOBS EVSE tool. The EVRP will consider residents in the Decatur area that may face greater barriers to PEV adoption, including lower		

mean household incomes, lower levels of home ownership and gaps in charging infrastructure in disadvantaged communities and rural areas. Health challenges can result from emissions and poor air quality in these areas, as a result the EVRP is intended to include a baseline of air quality metrics that can be used to track impacts of equitable deployment of PEVs.

Although the Plan will be area-specific, it will be consistent with the overarching goals of the state and Federal government regarding PEV adoption and infrastructure deployment. The EVRP will be data-driven and rooted in robust stakeholder and community engagement serving as a model for other regions in Illinois. In addition to conformance with state and Federal goals, the Plan will be integrated with local transportation corridor plans, Macon County's transportation plans, pending economic development projects in Greater Decatur, and public open space re-purposing.

EXHIBIT B
DELIVERABLES OR MILESTONES

Deliverables: The Deliverable will be the EV Readiness Plan and a presentation/slide deck that would reference lessons learned that could be used by other similar size communities.

Deliverables should be submitted to:
Illinois Department of Transportation
Bureau of Planning
Attention: Chris Schmidt
2300 S. Dirksen Parkway, Room
Springfield, IL 62764
Christopher.Schmidt@illinois.gov

EXHIBIT C PAYMENT

Grantee shall receive \$240,000.00 under this agreement.

Enter specific terms of agreement here:

Federal Funds: \$240,000.00

State Match Funds: \$0.00

Grantee Local Match Funds: \$60,000.00

This Agreement and period of performance are for the term of 02/15/2023 - 08/15/2024. The Grantee shall receive \$240,000.00 in Federal Funds and \$0.00 in State Funds, if applicable, under this Agreement.

Total invoices to be submitted under this Agreement and during the Agreement term shall not exceed the the total Agreement amount as specified above without a fully executed Amendment to this Agreement.

I. Invoices. Part One

Invoices submitted by the Grantee will be for expenses that have been incurred to complete the Scope of Services/ Responsibilities in Exhibit A, Project Description. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for work completed, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the Deliverables or Milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee must submit invoices for allowable expenditures to the Grantor's Finance Unit in order to receive reimbursement. Any invoices issued by the Grantee to the Grantor pursuant to this Agreement shall be sent to the Grantor's Finance Unit at:

Illinois Department of Transportation
Office of Planning and Programming
Attention: Finance Unit
2300 S. Dirksen Parkway, Room 318
Springfield, IL 62764
email: dot.opp.finance@illinois.gov

II. All invoices shall be signed by an authorized representative of the Grantee.

a. The submittal must include:

i. Cover letter to the C-13

1. The cover letter shall state the Obligation Number, Agreement Project Name, and Source of Funding being requested i.e. FHWA PL.

ii. Requests for reimbursement must be requested on Illinois Comptroller form C-13

1. The C-13 shall include the following

- a. Obligation Number
- b. Date range of work completed (i.e. 1/1/2021 - 1/31/2021)
- c. Short description of work completed
- d. Indication of total amount of federal and matching funds expended

iii. Back up documentation which may include payroll and expenditure reports must be submitted with each invoice

iv. Signature certification by the Grantee's Finance Officer of accurate expenses

v. Expenditure and Progress Report shall include

1. Percentage of work completed and amount requested per line item for invoice period.
2. Identification of expenditures by work task.

III. Progress Reports are required under 23 CFR 420.17. State and Federal regulations require:

- a. Reports shall be submitted to the Grantor contact 30 days after the end of the reporting period.
- b. Final reports shall be submitted to the Grantor contact 60 days after the end of the reporting period.

IV. Year-End Report. At the end of the State Fiscal Year (SFY) a Year-End report should include a summary of work

completed and a list of deliverables that were completed.

V. IDOT Project Manager Review and Approval.

- a. Upon submittal of an invoice, the IDOT Project Manager shall review and check:
 - i. Mathematical accuracy.
 - ii. That requested reimbursement is consistent with items included in the approved scope.
 - iii. That total amount invoiced is proportional to total amount budgeted.
 - iv. Expenditures for each line item is less than or equal to the budgeted amount.
 - v. Completion of the work being invoiced.
- b. Failure to provide a complete invoice may delay or prevent reimbursement. If there are problems with the invoice, the IDOT Project Manager will contact the Grantee to resolve the issue in order to allow for invoice processing. This may require the submission of a new or corrected invoice by the Grantee.
- c. The IDOT Project Manager will review and approve or reject the invoice within seven days of the Grantee's submittal. If invoice is rejected or contains errors, the invoice will not be sent to the Illinois Comptroller until it is revised, corrected AND approved by the IDOT Project Manager.

VI. Grantor Finance Unit Approval.

- a. Once approved by IDOT Project Manager, the Finance Unit shall submit invoices to the Bureau of Business Services, Accounting Unit, which documents the transaction and forwards to the Illinois Comptroller.

VII. Payment.

- a. Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Local Public Agency (LPA).
- b. If approved by the IDOT Project Manager, payment is generally made within 15 days of receiving a complete invoice.

VIII. Indirect Cost Rate Eligibility.

- a. Indirect cost rate shall be referred to as "indirect cost rate", "rate(s)", or "ICR" throughout the language in this grant agreement.
- b. The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:
 - i. The Grantee has a finalized indirect cost rate for the corresponding fiscal year wherein the expenses are allowable under the Negotiated Indirect Cost Rate Agreement (NICRA); If this is the first time for negotiating an indirect cost rate, the grantee has the option to request a 10% provisional De Minimis rate until the rate is finalized.
 - ii. The Grantee is eligible to receive a provisional rate at the commencement of the grant agreement if the rate for the corresponding fiscal year is not finalized before the execution of said grant agreement in which the provisional rate is being requested.
 - iii. The Grantee adheres to the requirements for receiving an indirect cost rate including, but not limited to, have appropriate approval to receive indirect cost funds and finalize the indirect cost rate that have been provisionally offered in a timely manner (timeliness is at the discretion of the Grantor).
- c. The Grantee acknowledges that provisional rates are not guaranteed for the duration of this grant agreement. A rate shall be finalized prior to the end of the grant year. It is the Grantee's responsibility to ensure rate is finalized and recognized by the Grantor prior to end of the grant year.
 - i. If the Grantee provisional rate is finalized at a higher rate, the grantee can request an amendment to the agreement. The Grantee is permitted one such request per grant agreement. If there is funding available, it will be at the discretion of the Department to allow the higher rate. Consideration and authorization will not be unduly withheld.
 - ii. Rates finalized at a lower rate than the provisional rate shall result in the Grantor issuing an amendment to this agreement to lower the provisional rate to the finalized rate. If the Grantee makes the Grantor aware of the lower rate, and the Grantor fails process an amendment to the agreement to lower the rate prior to the grant's expiration, the Grantor shall not seek reimbursement from the Grantee. However, if the Grantee fails to notify the Grantor of the reduced rate, the Grantor may seek reimbursement from Grantee as outlined in section iv below.
 - iii. Any overpayments of indirect cost shall be resolved by one of the following:
 1. Grantee shall issue refund payment to IDOT for the total amount of the overage,
 2. Grantee shall recognize overage on future invoices and off-set the amount due to the Grantee by the overage amount,

3. Grantee and Grantor shall mutually agree to a repayment process that is not unduly restrictive. The repayment agreement shall be documented and retained in file.

Overpayments shall be calculated and determined by Grantor with notification to Grantee

iv. If provisional indirect cost rates are not finalized three (3) months prior to the end of this agreement term, the GRANTOR may seek repayment of all indirect costs that were issued under the provisional rate. The overage will be off set through the remaining reimbursement submittals, or if no further expenditures are submitted for reimbursement, the GRANTOR will issue a reimbursement statement to the GRANTEE.

d. The Grantee is fully aware and in understanding of the Illinois Grant Funds Recovery Act as listed in Article XXVI subsection 26.13 of this grant agreement.

e. The Grantee acknowledges that the rate may be denied, altered, or otherwise amended outside the scope of rate requirements listed in Exhibit C subsection VI of this agreement.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION

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

GRANTOR CONTACTName: Chris SchmidtTitle: Air Quality ManagerAddress: 2300 S. Dirksen Parkway, Springfield, IL 62764Phone: (217) 782-4134TTY#: N/AFax#: N/AEmail Address: Christoper.Schmidt@Illinois.gov**GRANTEE CONTACT**Name: Scot WrightonTitle: City ManagerAddress: 1 Gary K Anderson Plaza, Decatur, IL 62523Phone: (217) 424-2280TTY#: N/AFax#: N/AEmail Address: wrighton@decaturil.gov**Additional Information:**

Office of Planning and Programming
Bureau of Planning - Finance Unit
2300 S. Dirksen Parkway
Room 318
Springfield, IL 62764
dot.opp.finance@illinois.gov

EXHIBIT E
PERFORMANCE MEASURES

For the sake of this Agreement, performance measures will be based on the Performance Standards contained in Exhibit F as well as Grantee's submittals and will be used to assess the Grantee's adherence to the requirements enumerated in this Agreement.

The Grantee shall:

1. Submit accurate and timely invoices at a minimum, quarterly.
2. Promptly respond to inquiries by Grantor.
3. Promptly notify Project Manager identified in Exhibit D of project delays and cause of said delays.
4. Completion of the BOBS 2832 form as required in PART TWO - THE GRANTOR-SPECIFIC TERMS, Reporting.
5. Provide a copy of the final products within 60 calendar days of the conclusion of this Agreement.

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EXHIBIT F
PERFORMANCE STANDARDS

For the sake of this Agreement, Performance Standards have been established by the Department to ensure the Grantee has adequate systems in place to meet the requirements contained in this Agreement.

The Grantee shall:

1. Have adequate financial systems in place to meet the requirements of this Agreement, this includes:
 - a. Written policies and procedures to guide program delivery
 - b. Internal controls
 - c. Has the financial match, if required
 - d. Has or will have all required audits completed and submitted in a timely manner.
2. Have adequate staff or have the capacity to procure contractors and/or consultants to complete the deliverables enumerated in this Agreement.
3. Has resolved or is working to resolve and close audit and/or programmatic findings, delays in delivery of prior year agreements, issues of non-compliance and any Project Manager identified issues.

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EXHIBIT G
SPECIFIC CONDITIONS

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

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

FISCAL AND ADMINISTRATIVE RISK:

None Identified

PROGRAMMATIC RISK:

I. Quality of Management System and Ability to Meet the Management Standards

Conditions:

Requires technical assistance in the form of required training.

Corrective Action:

Grantee must provide evidence that inadequate management system has been remedied. Condition may be removed after Agency re-examination in 6 months.

PART TWO - THE GRANTOR-SPECIFIC TERMS

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

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

Ethics.**A. Code of Conduct**

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

(\$10,000-\$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Agreement No. 23-1439-39187

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file _____ Quarterly _____ BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the _____ 02/15/2023 effective date of the Agreement. _____ Quarterly _____ reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending _____ 12/31 _____ (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 9/30 - Federal Fiscal Year End. Grantee shall submit to Grantor a BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

☒ **Renewal.** This Agreement may not be renewed.

The Grant Accountability and Transparency Act (30 ILCS 708/45) shall apply to this Grant Agreement unless and until this Award is explicitly exempted through an amendment or repeal of 30 ILCS 708/45. In the event this Grant Agreement is exempted from GATA, all references to GATA requirements shall be considered stricken. Grantee shall comply with all GATA requirements that apply prior to the effective date of any exemption. Notwithstanding any repeal of 30 ILCS 708/45, Grantee shall continue to comply with all Federal requirements including 2 CFR Part 200 as applicable.

FEDERALLY FUNDED AGREEMENTS

Standard Assurances.

The Grantee assures that it will comply with all applicable federal statutes, regulations, executive orders, U.S. DOT regulations, U.S. DOT regulations and other federal requirements in carrying out any project supported by federal funds. The Grantee recognizes that federal laws, regulations, policies and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by Fixing America's Surface Transportation (FAST) Act, the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008, or other federal laws.

Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Grantee assures that it will comply with all requirements of 49 CFR Part 21, and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Grantee receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Grantee retains ownership or possession of the project property, whichever is longer, the

Grantee assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in

accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT. Upon request by U.S. DOT, the Grantee assures that it will submit the required information pertaining to its compliance with these requirements.

3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.

4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.

5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.

6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT may request.

Control of Property. The Grantee certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A 102, 49 CFR Part 18.32, and all other applicable Federal requirements.

Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments". Additionally, 2 CFR Part 225 establishes principles and standards for determining costs for Federal awards carried out through grants and other agreements with state and local governments, and should be reviewed for further guidance on cost principles.

Debarment. The Grantee shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Grantee certifies that to the best of its knowledge and belief, the Grantee and the Grantee's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) 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 subsection (b) above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the Grantee to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Grantee shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Grantor determined whether to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause.

The Grantee shall provide immediate written notice to the Grantor if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set

out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Grantee agrees that 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, in writing, by the Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Grantee knows the certification is erroneous. The Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If the Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause or default.

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

Drug Free Workplace. The Grantee certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the Grantee assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Grantee assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Grantee DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FHWA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Grantee, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the Grantee to the Grantee of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Grantee assures that, as a condition to the approval or extension of any Federal assistance awarded by FHWA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FHWA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FHWA or any entity within U.S. DOT. The Grantee assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

Procurement Compliance Certification. The Grantee certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and requirements, as amended and revised. The Grantee certifies that it will include in its contracts financed in whole or in part with U.S. DOT or FHWA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with U.S. DOT or FHWA assistance all applicable clauses required by Federal laws, executive orders, or

regulations.

Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. Grantee assures it will comply with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21)and other federal requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the Grantee assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

Davis-Bacon Act. To the extent applicable, the Grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq., the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq., regarding labor standards for federally assisted subagreements.

Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF 424B and SF 424D). As required by OMB, the Grantee certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 et seq. relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91 616, and amendments thereto, 42 U.S.C. 4541 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of

housing;

- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101 (b) of SAFETEA-LU, and 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in transportation-related programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

6. Will comply with all federal environmental standards applicable to the project, including but not limited to:

- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- Notification of violating facilities pursuant to Executive Order 11738;
- Protection of wetlands pursuant to Executive Order 11990;
- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- Protection of endangered species under the Endangered Species Act of 1973, as amended;
- The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system; and
- Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.

7. Will comply with all other federal statutes applicable to the project, including but not limited to:

- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
- The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
- Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements).

Energy Conservation. To the extent applicable, the Grantee and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

Eligibility For Employment In The United States. The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (1-9). These forms shall be used by the Grantee to verify that persons employed by the Grantee are eligible to work in the United States.

Buy America. As set forth in 49 U.S.C 5323U) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably

available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Changed Conditions Affecting Performance. The Grantee shall immediately notify the Grantor of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

Third Party Disputes Or Breaches. The Grantee agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FHWA or U.S. DOT and the Grantor reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FHWA or U.S. DOT and the Grantor of any current or prospective major dispute pertaining to a third party contract. If the Grantee seeks to name the Grantor as a party to the litigation, the Grantee agrees to inform both FHWA or U.S. DOT and the Grantor before doing so. The Grantor retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Grantor, the Grantee will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FHWA's or the Grantor's immunity to suit.

Fly America. Grantee will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

PPreference for Recycled Products. To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

Cargo Preference - Use of United States Flag Vessels. The Grantee agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.

REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

PART THREE - THE PROJECT-SPECIFIC TERMS

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

None Identified.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Transportation

Organization Name: City of Decatur

Notice of Funding
Opportunity (NOFO) Number: 1439-1327

Data Universal Number System (DUNS) Number (enter numbers only) : 075613000

Catalog of State Financial Assistance (CSFA) Number: 1494-00-1439

J CSFA Short Description: Statewide Planning & Research / State Planning Funds

Section A: State of Illinois Funds

Fiscal Year : 2

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	
Budget Ex enditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Service)	200.459	\$	240,000.00
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)			
16. Total Direct Costs (add lines 1-15)	200.413	\$	240,000.00
17. Total Indirect Costs	200.414	\$	
Rate%:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MI!!ST EQUAL REVENUE TQTALS: ABQVE		\$	240,000.00 .

Instructions
found at end of
document.

Organization Name : City of Decatur

NOFO Number: 1439-1327

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

a. **Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;**
b. **Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or**
c. **Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).**

- 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

- 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

04. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

Dis included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is: %

C2] 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only If option 1 or 2(a), above Is selected.)

Period Covered by NICRA: From:

1ra. _____

Indirect Cost Rate:

100% The Distribution Base is:



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of Decatur

NOFO Number: 1439-1327

Section B: Non-State of Illinois Funds

Fiscal Year:121

REVENUES			Total Revenue
Grantee Match Requirement%:	0	{Agency to Populate}	
b) Cash		\$	
c) Non-Cash		\$	
d) other Funding and Contributions		\$	
Total Non-State Funds (lined b through d)		\$	

Budget Ex 1nditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel {Salaries and Wages}	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Services)	200.459	\$	60,000.00
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	60,000.00
17. Total indirect Costs	200.414	\$	
Rate%:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	60,000.00

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of DecaturNOFO Number 1439-1327Data Universal Number System (DUNS) Number (enter numbers only): 075613000Fiscal Year: 07/01/2022Catalog of State Financial Assistance (CSFA) Number: k94-00-1439/ 494-00-1437CSFA Short Description: ""s ta tewid ,e P la-nn-in o & R esearch / S tat e P Ja n n in o F-un d s--1

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

City of Decatur

City of DecaturInstitution/Organization Name:Finanoe DirectorCity Manager

Title (Chief Financial Officer or equivalent):

Title (Executive Director or equivalent):

Gregg Zientara**Printed Name (Chief Financial Officer or equivalent):****'Scot** Wrighton**Printed Name (Executive Director or equivalent):****Signature (Chief Financial Officer or equivalent):**

Signature (Chief Financial Officer):

Signature (Executive Director or equivalent):**Date of Execution (Chief Financial Officer):**

Date of Execution (Chief Financial Officer):

Date of Execution (Executive Director):

Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable.			
Sub-recipient DUNS: 075613000		Sub-recipient Parent Company DUNS:	
Sub-recipient Name: City of Decatur			
Sub-recipient DBA Name: City of Decatur			
Sub-recipient Street Address: 1 Garv K Anderson Plaza			
City: Decatur	State: IL	Zip-Code: 62523	Congressional District: 13
Sub-recipient Principal Place of Performance: 1 Gary K Anderson Plaza			
City: Decatur	State: IL	Zip-Code: 62523	Congressional District: 13
Contract Number (if known):	Award Amount:	Project Period: From: 2/15/2023	Project Period: To: 8/15/2024
State of Illinois Awarding Agency and Project Detail Description: Illinois Department of Transportation for Decatur Region Electric Vehicle Readiness Plan. In an effort to support the expected increase in demand and prepare for evolving technology for EVs and plug-in Hybrid Electric vehicles (PHEVs), the City is commissioning an EV Readiness Plan (EVRP). The EVRP will be a multidisciplinary approach to addressing the needs and issues of expanded EV/PHEV use by Decatur's residents, businesses, visitors and travelers.			
Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.			
Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?			
Yes ☐ If Yes, must answer Q2 below. No If No, you are not required to provide data.			
Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?			
Yes No 0 If No, you must provide the data. Please fill out the rest of this form.			
Please provide names and total compensation of the top five officials:			
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
NA				%			Add
							Delete
State Total							
				%			Add
							Delete
NON-State Total							
Total Personnel							
Personnel Narrative (State):							
Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

	Name	Position(s)	Base	Rate(%)	Fringe Benefit Cost	Add/Delete Rows
	NA			%		Add
						Delete
	State Total					
				%		Add
						Delete
	Non-State Total					
	Total Fringe Benefits					

Fringe Benefits Narrative (State):

Fringe Benefits Narrative {Non-State}: (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
NA							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Travel							
Travel Narrative (State):							
Travel Narrative (Non-State): (i.e..e "Match" of "Other Funding)							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

	Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows	
	NA				Add	
					Delete	
	State Total					
					Add	
					Delete	
	Non-State Total					
	Total Equipment					

Equipment Narrative (State):

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

5). Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

	Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows	
	NA				Add	
					Delete	
	State Total					
					Add	
					Delete	
	Non-State Total					
	Total Supplies					

Supplies Narrative (State):

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

	Item	Contractual Services Cost	Add/Delete Rows
	NA		Add
			Delete
	State Total		
			Add
			Delete
	Non-State Total		
	Total Contractual Services		

Contractual Services Narrative (State):

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.

Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant-Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
TBD by QBS	EV Readiness Plan preparation	\$240,000.00	NA	1	\$240,000.00	Add
						Delete
State Total					\$240,000.00	
TBD by QBS	EV Readiness Plan preparation	\$60,000.00	NA	1	\$60,000.00	Add
						Delete
NON-State Total					\$60,000.00	
Total Consultant Services (Fees)					\$300,000.00	

Consultant Services Narrative (State):

Consultant will be selected via QBS by the City, scope of the study includes robust public engagement, current state analysis, projection of future deployment, infrastructure gap analysis, emerging and innovative technology review, best practices review and equity analysis.

Consultant Services Narrative (Non-State):

Consultant will be selected via QBS by the City, scope of the study includes robust public engagement, current state analysis, projection of future deployment, infrastructure gap analysis, emerging and innovative technology review, best practices review and equity analysis.

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Consultant Expenses							

Consultant Expenses Narrative (State):



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses (2 CFR 200.4) **Match**
Consultant Expenses Narrative (Non-State): {i.e. " Match " or "Other Funding"}



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
INA			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total Construction			
Construction Narrative (State):			
Construction Narrative (Non-State): {i.e. "Match" or "Other Funding"}			



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
NA						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Occupancy - Rent and Utilities						
Occupancy - Rent and Utilities Narrative (State):						
Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

10). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows	
NA			Add	
			Delete	
	State Total			
			Add	
			Delete	
	Non-State Total			
	Total Research and Development			

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

11), Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
NA						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Telecommunications						
Telecommunications Narrative (State):						
Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
NA						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Training and Education						

Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
NA				%			Add
							Delete
State Total							
				%			Add
							Delete
NON-State Total							
Total Direct Administrative Costs							
Direct Administrative Costs Narrative {State):							
Direct Administrative Costs Narrative (Non-State): {i.e. "Match" or "Other Funding")							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
NA						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Other or Miscellaneous Costs						
Other or Miscellaneous Costs Narrative (State):						
Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: _____

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
NA						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item

Delete Grant Exclusive Line Item



State of Illinois
UNfORM GRANT BUDGET TEMPLATE

16). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
NA			\$0.00	Add Delete
State Total			\$0.00	
			\$0.00	Add Delete
Non-State Total			\$0.00	
Total Indirect Costs			\$0.00	
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary-When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services			
7. Consultant (Professional Services)	\$240,000.00	\$60,000.00	\$300,000.00
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs	\$0.00	0.00	\$0.00
State Request	\$240,000.00		
Non-State Amount		\$60,000.00	
TOTAL PROJECT COSTS			\$300,000.00



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: City of DecaturData Universal Number System (DUNS) Number (enter numbers only): 075613000Notice of Funding
Opportunity (NOFO) Number: 1439-1327Catalog of State Financial Assistance (CSFA) Number: 494-00-1439/ 494-00-1437 | CSFA Short Description: Statewide Planning & Research/ State Planning FundsFiscal Year(s): FY23 - FY25Initial Budget Request Amount: \$240,000.00Prior Written Approval for Expense Line Item: N/AStatutory Limits or Restrictions: N/AChecklist: N/A: Budget Approval2. J 1/4 D 100 00

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

Budget Revision Approved:

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

Public Works

DATE: 5/16/2023

MEMO: 2023-39

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing Agreement with Concentric Integration, LLC for Water Facilities PLC Upgrades Design City Project 2023-12.

SUMMARY RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution Authorizing an Agreement with Concentric Integration, LLC for Water Facilities PLC Upgrades Design for a lump sum fee of \$163,430.

BACKGROUND:

The majority of the City's water facility's critical infrastructure is operated by a sophisticated Supervisory Control and Data Acquisition (SCADA) system which consists of a large number of interconnected mechanical, electrical and digital hardware and software components.

Concentric Integration (Concentric) has provided SCADA system services to the City since 2014 when significant upgrades were made to the system.

Since Concentric provided better and more timely services than the City's previous contractor, and is based in Illinois, the firm has been the City's exclusive SCADA system services provider since that time.

In 2020, at the City's request, Concentric produced a plan to identify upgrades for the water facilities' SCADA system to assure continued long term functionality and reliability. With ongoing supply chain issues and increasing materials costs, it is recommended that the SCADA Programmable Logic Controller (PLC) control panel design upgrades planned for 2024 be ordered now to ensure timely delivery and installation of the control panels and associated components next year.

For this project, Concentric will perform twenty (20) PLC control panel investigations and prepare

all necessary replacement designs. They will also perform a diagnostic review of two of the City's important SCADA radio communication sites that are currently experiencing significant downtime, and determine the best method to resolve the problem. These services are detailed on pages 1 through 3 of the attached agreement.

This project is included in the 2021 Water Utility Long Term Sustainability Plan prepared by CDM Smith.

LEGAL REVIEW:

The agreement was reviewed by Legal on May 11, 2023.

PRIOR COUNCIL ACTION:

July 2022 – Council authorized an Agreement with Concentric Integration, LLC for South Water Treatment Plant PLC Upgrades Phase 1 City Project 2022-35 for a lump sum fee of \$316,370. This project is in-progress and anticipated to be completed by the end of the year.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

Crawford, Murphy and Tilly, an engineering services firm that the City has hired for other recent water facilities projects, has reviewed this project and determined that it is compatible with recent and upcoming water facilities improvement projects.

STAFF REFERENCE: The Acting Public Works Director and/or Keith Alexander, Water Production Manager will be in attendance at the City Council meeting to answer any questions from the Council on this item.

BUDGET/TIME IMPLICATIONS:

Funding will be provided from the Public Works Water Capital Fund. This project is proposed in the 2024 Capital Improvement Plan. It was initially proposed for replacement in 2024 rather than 2023; but it is now proposed that the equipment be ordered this year due to problems associated with SCADA equipment delivery lead times that exceed 6 months, and because the existing equipment communications system sites are experiencing significant downtime already. In order to fund this project, a lower priority project, Cisco Well #2 Decommissioning, may be deferred until next year.

ATTACHMENTS:

Description	Type
Resolution Authorizing an Agreement with Concentric Integration, LLC for Water Facilities PLC Upgrades Design City Project 2023-12	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AGREEMENT
WITH CONCENTRIC INTEGRATION, LLC FOR
WATER FACILITIES PLC UPGRADES DESIGN
CITY PROJECT 2023-12**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A and made part hereof, between Concentric Integration, LLC and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Concentric Integration, LLC for a lump sum fee of \$163,430.

PRESENTED AND ADOPTED this 5th day of June, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



EXHIBIT A Project Proposal

May 12, 2023

Mr. Randall Weaver
Maintenance Supervisor
City of Decatur, IL
1155 S. Martin Luther King Jr Drive
Decatur, IL 62521

Subject: Design PLC Upgrades

Concentric Project Number: 230176.50

Dear Mr. Weaver:

With three exceptions, the City's existing PLC panels are "decades old" and utilize Allen-Bradley SLC-500 and MicroLogix 1500 PLCs, which are either completely discontinued (ML1500s) or partially discontinued (SLC500) by the manufacturer. Upgrading the PLCs will avoid unexpected downtime, reduce the future maintenance costs, and resolve some communication / alarming issues. The upfront and complete design of all PLC panel upgrades will allow for a uniform design with standardized components and facilitate accurate estimates for materials & labor.

Scope of Services

Equipment

1. No equipment is needed or provided for this proposal.

Labor

Project Management

1. Plan, schedule, and coordinate the activities that must be performed to complete the Project.
2. Coordinate a phone-based kick-off call.
3. Provide Monthly project status updates via email.
4. Conduct 2 project status meetings.

Preliminary Design

1. Perform onsite investigation of the current controls of the panels listed below to determine the best upgrade approach. This may include in-kind equipment only replacement to a complete panel replacement.





- a) SCC3/FCC1/FCC2/FCC3/FCC4/FCC5/FCC6 – Filter Gallery
 - b) BPS – Booster Pump Station (next to raw booster station)
 - c) SCC12 – Williams Street PS
 - d) SCC13 – Sludge Lagoon
 - e) SCC14 – Fairview Level Station
 - f) SCC15 – Friends Creek Level Station
 - g) SCC16 – Long Creek Level Station
 - h) SCC17 – Monticello Level Station
 - i) SCC18 – Division Street Tank Valve Vault
 - j) SCC19 – Garfield Tank Valve Vault
 - k) SCC20 – Brush College Tap
 - l) SCC21 – Franklin St. Tank
 - m) SCC22 – ADM monitoring
 - n) Master Radio Control Panel
- 2) Perform a diagnostic review of the following radios to determine signal quality between radio sites.
- a) Water treatment plant master radio.
 - b) Garfield elevated tank repeater radio.
- 3) Evaluate current communications method between remote stations and the main plant to determine the best method of improving communication uptime.
- 4) Conduct one (1) meeting in person or remotely via Microsoft Teams with the City to discuss the findings and proposed upgrade recommendations determined during steps one (1) and two (2).

Control Panel Design

1. Provide replacement control panel designs for the following panels based on the final determinations made during the preliminary design. The control panel designs will consist of a bill of material, control panel wiring schematics, control panel component layout, and terminal block layout.
- a. SCC3/FCC1/FCC2/FCC3/FCC4/FCC5/FCC6 – Filter Gallery
 - b. BPS – Booster Pump Station (next to raw booster station)
 - c. SCC12 – Williams Street PS
 - d. SCC13 – Sludge Lagoon
 - e. SCC14 – Fairview Level Station
 - f. SCC15 – Friends Creek Level Station
 - g. SCC16 – Long Creek Level Station
 - h. SCC17 – Monticello Level Station
 - i. SCC18 – Division Street Tank Valve Vault
 - j. SCC19 – Garfield Tank Valve Vault





- k. SCC20 – Brush College Tap
 - l. SCC21 – Franklin St. Tank
 - m. SCC22 – ADM monitoring
 - n. Master radio control panel
2. Submit electronic pdf formatted drawings to the City for review and approval.

Fee

Our fee for the above scope is a lump sum of \$163,430.

This proposal is valid for 90 days from the date issued.

Concentric Assumptions / Customer Responsibilities

- 1. Customer will assign an initial project manager at the project kickoff meeting.
- 2. Customer will provide site access for investigation during Customer's normal business hours. Work outside of Customer's normal business hours can be agreed upon as needed, provided Concentric can secure the site(s) upon departure.
- 3. Customer understands that all existing equipment to remain is assumed to be in good, working order. In the event that any other equipment does not perform as-expected, Concentric will work with the Customer to repair, as-needed, under a separate contract.
- 4. Customer will dispose of/recycle any removed equipment.

Project Schedule

Concentric is available to begin work upon notice to proceed.

Warranty

The warranty listed in the Standard Terms and Conditions (Paragraph 12.2):

- ☐ DOES apply
- ☒ DOES NOT apply





Standard Terms and Conditions References

Effective Date: The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature below.

Third Party Materials (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

- ☐ DOES apply
- ☒ DOES NOT apply

Notices: Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing

Standard Terms and Conditions

Concentric Integration, LLC's Terms and Conditions attached to this document are hereby incorporated into this Project Agreement. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid and binding obligations upon the parties for which they are the authorized representative.





Acceptance

If this proposal is acceptable, please sign one copy and return to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC

Michael D. Klein, PE
President
MDK



CUSTOMER:
CITY OF DECATUR, IL

ACCEPTED BY: _____

Mayor: _____

DATE: _____

City Clerk: _____





STANDARD TERMS AND CONDITIONS v10.1

THESE STANDARD TERMS AND CONDITIONS APPLY TO ALL PRODUCTS AND SERVICES WHICH MAY BE PROVIDED BY CONCENTRIC INTEGRATION, LLC ("CONSULTANT"). A WRITTEN PROPOSAL, SUPPORT SERVICES AGREEMENT, WORK ORDER, OR OTHER DOCUMENT THAT REFERENCES THESE STANDARD TERMS AND CONDITIONS IS REFERRED TO AS A "SIGNED ACCEPTANCE DOCUMENT." BY EXECUTING ANY SIGNED ACCEPTANCE DOCUMENT, YOU AGREE TO BE BOUND BY THESE STANDARD TERMS AND CONDITIONS. THE SIGNED ACCEPTANCE DOCUMENT AND THESE STANDARD TERMS AND CONDITIONS COLLECTIVELY CONSTITUTE THE "AGREEMENT".

1. Definitions.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person through the ownership of voting securities, by contract or otherwise/ownership of more than fifty percent (50%) of the voting securities of a Person.

"**Business Day**" means a day other than a Saturday, Sunday, or other day on which federal banks are authorized or required by Law to be closed for business.

"**Core System**" means the information technology, system, and infrastructure, including computers, software, hardware, databases, electronic systems, and networks on or with which the System is intended to be built and operate, as set forth in the Signed Acceptance Document.

"**Customer**" means the customer as identified on the Signed Acceptance Document.

"**Customer Materials**" means the specific documents and materials, including specifications, software, hardware, systems, and technologies, that are provided or made available to Consultant or any of its Subcontractors by or on behalf of Customer in connection with this Agreement.

"**Deliverables**" means the System, including any and all Consultant Software, Consultant Hardware, Specifications, Documentation, Third-Party Materials, and other subject matter that Consultant (a) actually provides to Customer in connection with this Agreement or (b) is required to provide to Customer under this Agreement as identified in the Signed Acceptance Document.

"**Designated Site(s)**" means the Customer facility or facilities identified in the Signed Acceptance Document.

"**Documentation**" means any and all user manuals, operating manuals, and instructions, specifications, together with other documents and materials that may be specifically identified in the Signed Acceptance Document that Consultant provides or makes available to Customer in any medium and which describe the operation, use, support, or maintenance of the System.

"**Effective Date**" means the date on which Customer executes the Signed Acceptance Document.

"**Consultant Hardware**" means any computer or other equipment or device that is proprietary to Consultant and provided to Customer hereunder.

"**Consultant Materials**" means the Signed Acceptance Document, the Consultant Hardware, and all other Deliverables other than Third-Party Materials, and any and all information, code, custom developed applications, data, documents, drawings, materials, inventions, technologies, ideas, concepts, processes, methodologies, know-how, works, and other subject matter, including all software, hardware, systems, methods, processes, and devices, and all specifications, descriptions, requirements, plans, and reports, that Consultant or any of its Subcontractors conceives, discovers, designs, develops, reduces to practice, prepares, makes, modifies, improves or, other than Customer Materials and Third-Party Materials, uses, exclusively or nonexclusively in connection with the Services or this Agreement.

"**Consultant Personnel**" means all individuals involved in the performance of Services as employees or independent contractors of Consultant or any Subcontractor.



"Consultant Software" means any and all software (including any software interface or code) that is proprietary to Consultant and provided to Customer hereunder, whether (a) without modification, (b) modified by Consultant under this Agreement, or (c) developed by Consultant specifically for Customer.

"Intellectual Property Rights" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases; (d) trade secrets, know-how, and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Losses" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and other costs and fees incurred in enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Use" means use only by and for the benefit of Customer and solely for or in the ordinary course of Customer's internal business operations.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Representatives" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

"Specifications" means the Scope of Services for the System as described in the Signed Acceptance Document.

"System" means the integrated information technology system to be designed, developed, and provided by Consultant to Customer pursuant to this Agreement.

"Third-Party Materials" means materials and information, in any form or medium, including any software (including open source software), applications, documents, data, content, specifications, products, hardware or equipment, technology, or components of or relating to the System, in any form or media in which any person or entity other than Consultant owns an interest.

2. Engagement of Consultant: General Service Obligations.

2.1 Engagement of Consultant. Customer hereby engages Consultant, and Consultant hereby accepts such engagement, to provide the Deliverables and perform the system integration and other professional services related thereto as further described in the Signed Acceptance Document (collectively, the **"Services"**) in accordance with the Agreement.

2.2 Project Management. Each party shall, throughout the Term of the Agreement, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity. If either party's project manager ceases to be employed by such party or such party otherwise wishes to replace its project manager, such party shall promptly name a new project manager by written notice to the other party.

2.3 Changes. Either party may, at any time during the Term of the Agreement, request in writing changes to the Services. The parties shall evaluate and, if agreed, implement all such changes in accordance with a written change order ("Change Order"). In the event that such changes cause an increase in Consultant's fee or time required for performance of any Services, whether or not reflected in any Change Order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Consultant, in its sole and absolute discretion, may withhold the provision or delivery of any Service or Deliverable for which additional compensation will be charged until its receipt of a Change Order and



written authorization from Customer. No changes will be effective unless and until memorialized in a written Change Order signed by both parties.

2.4 Subcontractors. Consultant may from time to time in its discretion engage third parties to perform the Services (each, a "Subcontractor").

3. Services.

3.1 Services Provided. Consultant will provide to Customer the Services described in the Signed Acceptance Document in accordance with the Agreement. Consultant will use commercially reasonable efforts to meet any performance dates specified in the Signed Acceptance Document, and any such dates are estimates only.

3.2 Third-Party Materials. The System may include or operate in conjunction with Third-Party Materials. If Third-Party Materials are included in or required for use with any of the Deliverables, Consultant will indicate this in the Signed Acceptance Document, or in a subsequent written notice given in accordance with Section 16.3 below, and provide a list of such Third-Party Materials upon request. All Third-Party Materials are provided pursuant to the terms and conditions of the applicable third-party license agreement. Customer shall comply with all such third-party license agreements for which Consultant provides a copy or link, as well as any applicable third-party license agreements which are posted in the "3rd Party Terms" document at www.goconcentric.com/standard-terms.

4. Customer Obligations.

4.1 Customer Resources and Cooperation. Customer shall timely provide such cooperation and assistance as Consultant reasonably requests to enable Consultant to perform the Services in accordance with the Signed Acceptance Document, including any applicable performance dates set forth therein. Without limitation of the foregoing, Customer shall timely:

- (a) perform all obligations identified as customer responsibilities in the Signed Acceptance Document;
- (b) provide the Customer Materials and all such other resources as may be specified in the Signed Acceptance Document;
- (c) provide Consultant Personnel with safe access to Customer's premises, the Core System and suitably qualified personnel;
- (d) ensure the Core System is set up and in working order to allow Consultant to perform the Services and deliver and, where applicable, install each Deliverable in accordance with the Signed Acceptance Document;
- (e) participate through suitably qualified and authorized Customer personnel in such meetings as may be scheduled by either party on at least ten (10) days' prior notice; and
- (f) provide all consents, approvals, notices and other communications as required under this Agreement and, where applicable, as specified in the Signed Acceptance Document.

4.2 Effect of Customer Failure or Delay. Consultant is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. In the event of any such delay or failure, Consultant may, in its sole discretion and by written notice to Customer, extend all such performance dates as Consultant deems reasonably necessary and, where applicable, amend the Signed Acceptance Document to reflect such extensions. The foregoing is in addition to, and not in lieu of, all other remedies Consultant may have for any such failure or delay by Customer.

4.3 Non-Solicitation. During the Term of the Agreement and for one (1) year after, Customer shall not, and shall not assist any other Person to, directly or indirectly, recruit or solicit for employment (or engagement as an independent contractor) any Person then or within the prior twelve (12) months employed by Consultant. In the event of a violation of this Section 4.3, Consultant will be entitled to liquidated damages equal to the compensation paid by Consultant to the applicable employee during the prior twelve (12) months.

5. Delivery; Testing and Acceptance.



5.1 Delivery. Consultant will deliver or cause to be delivered or made available to Customer each Deliverable in accordance with the Signed Acceptance Document. Except as otherwise expressly set forth in the Signed Acceptance Document, Consultant will deliver Consultant Software in binary code (object code) only. Customer acknowledges and agrees that Customer has no right or license under this Agreement to receive the source code for any Consultant Software.

5.2 Review and Acceptance. Acceptance of the Deliverables or System will be conducted as follows:

(a) Following delivery of any Deliverables provided for in a Signed Acceptance Document (including where applicable installation of the System), Customer will have fourteen (14) calendar days (the "**Review Period**") to thoroughly inspect and review the Deliverables and/or System and confirm that the Services have been completed in accordance with the Signed Acceptance Document (the "**Project Acceptance Review**"). Consultant has the right to observe or participate in all or any part of the Project Acceptance Review.

(b) Promptly upon the completion of the Project Acceptance Review, Customer shall notify Consultant in writing of its acceptance or, solely if the Project Acceptance Review identifies any material failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation (each, a "**Nonconformity**"), rejection of the Deliverables or System. Customer shall not unreasonably withhold its acceptance and shall include in any rejection notice a reasonably detailed description of the Project Acceptance Review conducted, the results thereof and each identified Nonconformity. The Deliverables or System will be deemed accepted by Customer upon the expiration of the Review Period if Customer has not delivered a notice accepting or rejecting the Deliverables or System prior to such expiration.

(c) Subject to Section 5.2(d), following receipt of a rejection notice, Consultant shall use commercially reasonable efforts to remedy the Nonconformities reported by Customer. Customer shall, at no charge to Consultant, provide all such cooperation and assistance as Consultant may reasonably request to assist Consultant's efforts to remedy Nonconformities. Upon Consultant's notice of its correction of the reported Nonconformities, Customer shall have an additional Review Period to conduct Project Acceptance Reviews to determine whether such Nonconformities have been remedied.

(d) The parties shall repeat the process set forth in Section 5.2(a) through Section 5.2(b) until Customer has accepted the Deliverables or System as set forth in Section 5.2(b), provided, however, if Customer issues more than three (3) rejection notices: (i) Customer may accept the Deliverables or System as nonconforming, in which case the parties agree to mutually negotiate any appropriate reduction in Fees to reflect the impact of the Nonconformities; or (ii) if Customer does not accept the System as nonconforming, either party may terminate this Agreement in accordance with Section 11.2(c) below.

(e) Consultant has the right to dispute, in good faith, Customer's rejection or qualified acceptance of the Deliverables or System by providing written notice to Customer of such dispute within fourteen (14) calendar days after Consultant's receipt of Customer's written notice of such rejection or qualified acceptance, as applicable. Consultant shall specify in the notice of dispute the basis of the dispute in sufficient detail to facilitate investigation by Customer and resolution by the parties. The parties shall first attempt in good faith to promptly resolve the dispute by negotiation and consultation between themselves. If the dispute is not resolved on an informal basis within ten (10) calendar days after Consultant's notice thereof, the parties shall seek to resolve the dispute pursuant to Section 11.5. Pending the resolution of such dispute, Consultant will have no obligation to correct any alleged Nonconformity or repair or replace any Deliverables.

This Section 5.2 sets forth Consultant's sole obligations and Customer's exclusive remedies for any failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation.

6. Maintenance and Support. During the Warranty Period, Consultant may provide Customer System maintenance and support services for an additional fee under a separate agreement executed between the Consultant and Customer.

7. Fees; Payment Terms.

7.1 Fees. Customer shall pay to Consultant the fees set forth in the Specification and Signed Acceptance Document ("**Fees**").



7.2 Time and Materials. Where the Services are provided on a time and materials basis:

(a) the Fees payable for the Services shall be calculated in accordance with Consultant's hourly fee rates for the Consultant Personnel set forth in the Specification and Signed Acceptance Document; and

(b) Consultant will issue invoices to Customer monthly in arrears for its Fees for time for the immediately preceding month, calculated as provided in this Section 7.2, together with a breakdown of any Reimbursable Expenses incurred during that period.

7.3 Fixed Price. Where Services are provided for a fixed price, the total Fees for the Services shall be the amount set out in the Specification and Signed Acceptance Document. The total Fees shall be paid to Consultant in installments as set out in the Specification and Signed Acceptance Document together with Customer's payment of any Reimbursable Expenses incurred by Consultant during the installment period. At the end of a period for which an installment is due under the Specification and Signed Acceptance Document, Consultant will issue invoices to Customer for the Fees and Reimbursable Expenses that are then payable for that period.

7.4 Reimbursable Expenses. Customer shall reimburse Consultant for all travel and out-of-pocket expenses incurred by Consultant in connection with performing the Services ("**Reimbursable Expenses**").

~~7.5 Fee Increases. The parties agree that for Services provided on a time and materials basis, Consultant may increase its standard fee rates specified in the Specification and Signed Acceptance Document upon ninety (90) days prior written notice to Customer.~~

7.6 Payment Terms. Customer shall pay all Fees and Reimbursable Expenses on or prior to the due date therefor set forth in the Specification and Signed Acceptance Document or, where the Specification and Signed Acceptance Document does not specify such date, within thirty (30) days after the date of Consultant's invoice therefor. Customer shall make payments to the address or account specified in the Specification and Signed Acceptance Document or such other address or account as is specified by Consultant in writing from time to time.

7.7 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:

(a) Consultant may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;

(b) Customer shall reimburse Consultant for all costs incurred by Consultant in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and

(c) if such failure continues for ten (10) calendar days following written notice thereof, Consultant may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension. When such default is cured by Customer, the amount to be paid for the scope of work will be equitably increased to account for Consultant's damages arising from such suspension (including without limitation demobilization and remobilization expenses and increased costs of performance) and the time for Consultant to complete the scope of work will be equitably extended to account for such suspension.

7.8 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Consultant's income.

~~7.9 No Deduction or Setoff. Customer shall pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by Consultant whether under this Agreement, applicable Law or otherwise and whether relating to Consultant's breach, bankruptcy or otherwise.~~

~~7.10 Prompt Payment Laws. In the event of a conflict between the provisions of this Section 7 and any applicable "prompt payment" laws or regulations within the State of Illinois, including without limitation the Local Government Prompt Payment Act, 50 ILCA 505/1 and the Contractor Prompt Payment Act, 815 ILCS 603/1 (collectively the "Illinois Prompt~~



~~Payment Laws”), the provisions of the Prompt Payment Laws shall control. Consultant shall have all remedies that may be available at law, in equity, or otherwise with respect to Customer’s payment obligations hereunder and pursuant to the Illinois Prompt Payment Laws.~~

8. Intellectual Property Rights. The following provisions shall govern all Intellectual Property Rights which may arise in the course of performing this Agreement.

8.1 Consultant Materials. All right, title, and interest in and to (a) the Consultant Materials and (b) all works, inventions and other subject matter incorporating, based on or derived from any Consultant Materials, including all customizations, enhancements, improvements and other modifications thereof (collectively, "**Derivatives**"), in each case (subclause (a) and subclause (b)) by whomsoever made and including all Intellectual Property Rights therein, are and will remain, as appropriate, with Consultant. Customer has no right or license with respect to any Consultant Materials or Derivatives except as expressly licensed under Section 9.1, in each case subject to Section 9.2. Consultant expressly reserves all other rights in and to the Consultant Materials and Derivatives. If Customer permits any third party to access or modify the Consultant Materials, Customer must do so pursuant to a written agreement that: (i) prohibits such third party from using, disclosing or distributing the Consultant Materials for any purpose other than as reasonably necessary to facilitate Customer’s internal use of the Deliverables provided hereunder; and (ii) prohibits such third party from removing, obscuring or altering any legal notices or copyright management information included in or upon the Consultant Materials; and (iii) states that such third party shall not disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Consultant Materials. Customer acknowledges that permitting a third party to modify the Consultant Materials shall void the warranty set forth in Section 12 below.

8.2 Customer Materials. As between the parties, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein, subject only to the license granted under Section 9.3. Customer expressly reserve all other rights in and to the Customer Materials.

8.3 Third-Party Materials. All right, title, and interest in and to the Third-Party Materials, including all Intellectual Property Rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any Third-Party Materials except as expressly licensed under such third-party license agreements.

(a) Reseller Products. In some cases, Consultant or its affiliated entities will act as a reseller of Third-Party Materials, which are referred to as “Reseller Products” for convenience. Customer acknowledges that Consultant may receive compensation in the form of a commission or profit share in connection with Reseller Products. All Reseller Products are warranted solely by the original manufacturer’s warranty. Customer will be deemed to contract directly with the licensor or seller of any Reseller Products, and will be directly responsible for complying with any license, end user license agreement, or other terms and conditions associated with Reseller Products.

(b) Licensed Embedded Products. “Licensed Embedded Products” means any software component that is provided by Consultant from a licensed development platform utilized by Consultant. Regarding all Licensed Embedded Products, Customer will be deemed an authorized end user, and Consultant grants Customer a royalty-free, fully paid-up, non-exclusive right and license to use and execute the Licensed Embedded Products as part of the Consultant Materials and Deliverables provided hereunder or in the future. With respect to all Licensed Embedded Products, Customer agrees: (i) Customer is prohibited from distribution of the Licensed Embedded Products; (ii) all Licensed Embedded Products are warranted solely by the original manufacturer’s warranty; (iii) any and all liability of Licensed Embedded Product licensors and suppliers shall be limited to the maximum extent permitted by applicable law; and (iv) Customer may not attempt to disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Licensed Embedded Products. Customer agrees to review and comply with any other terms and conditions associated with Licensed Embedded Products which are posted from time to time in the “3rd Party Terms” document at www.goconcentric.com/standard-terms.

(c) Open Source Products. “Open Source Products” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License,



or other license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled. Consultant will identify any Open Source Products which are incorporated into the Consultant Materials and post or link to the applicable license agreement associated with any such Open Source Products on its website. Customer acknowledges that it has access to such information and a duty to read and comply with the applicable license agreements.

(d) No Third-Party Materials Representations or Warranties. Customer's remedies with respect to all Third-Party Materials will be limited to whatever recourse may be available against the applicable licensor thereof. Without limiting the generality of the foregoing, wherever Consultant may agree to provide configuration, installation, or deployment services relating to any Third-Party Materials, any warranties of Consultant relate to and are applicable to Consultant's Services only, not to Third-Party Materials. CONSULTANT MAKES NO REPRESENTATIONS, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ANY THIRD-PARTY MATERIALS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ITS USE OF THIRD-PARTY MATERIALS IS AT CUSTOMER'S SOLE RISK AND THAT THIRD-PARTY MATERIALS ARE RECOMMENDED BY CONSULTANT "AS IS" AND WITHOUT WARRANTY OF ANY KIND FROM CONSULTANT INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9. Licenses.

9.1 Consultant License. Subject to and conditioned upon Customer's payment of the Fees and compliance with Section 9.2 and all other applicable provisions of this Agreement, Consultant hereby grants to Customer a fully paid-up and royalty-free, non-transferable, non-sublicensable license exercisable in perpetuity, solely: (a) to install, operate, and use the System (including Consultant Software in object code only) for the Permitted Use in the Core System at the Designated Site(s) in accordance with the Documentation; and (b) to use the Documentation and other Deliverables in connection therewith.

9.2 Consultant License Restrictions. Customer shall not, and shall not permit any other Person to, access or use any Consultant Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, with respect to all Consultant Materials, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of the Consultant Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Consultant Materials to any other Person, including through or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Consultant Materials or any part thereof;
- (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Consultant Materials, including any copy thereof;
- (e) use any Consultant Materials in a manner or for any purpose that infringes, misappropriates, or otherwise violates any Law or Intellectual Property Right;
- (f) use the Consultant Materials for purposes of competitive analysis of the System, the development of a competing system, product or service, or any other purpose that is to Consultant's commercial disadvantage;
- (g) use any Consultant Materials in, or in association with, the design, construction, maintenance or operation of any hazardous environments, systems, or applications; or,
- (h) otherwise use the Consultant Materials beyond the scope of the license granted under Section 9.1.

9.3 Customer Materials License. Customer hereby grants to Consultant a fully paid-up and royalty-free, non-exclusive right and license to use, reproduce, perform, display, distribute, modify, and create derivative works and improvements of the Customer Materials to perform the Services or to further develop and improve the Consultant Materials



as necessary or desirable to perform the Services. This license commences upon Customer's first delivery of Customer Materials to Consultant and is irrevocable and perpetual.

10. Confidentiality.

10.1 Confidential Information. In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 10.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing, the Consultant Materials are the Confidential Information of Consultant.

10.2 Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

10.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) except as may be permitted by and subject to its compliance with Section 10.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 10.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as set forth in this Section 10.3.

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and

(d) ensure its Representatives' compliance, and be responsible and liable for any of its Representatives' noncompliance, with this Section 10.

10.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy, or waive its rights under Section 10.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 10.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

11. Term and Termination.

11.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the parties have performed their obligations under the Signed Acceptance Document ("**Term**").

11.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:



(a) Consultant may terminate this Agreement, effective on written notice to Customer, if: (i) Customer fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Consultant's delivery of written notice thereof; (ii) there have been three (3) or more such payment failures in the preceding twelve (12) month period, regardless of whether any such failures were timely cured; or (iii) Customer breaches any of its obligations under Section 9.2 (License Restrictions) or Section 10 (Confidentiality).

(b) Either party may terminate this Agreement effective on written notice to the other party if the other party materially breaches this Agreement through no fault of the terminating party, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach.

(c) If the System cannot be installed and made fully operational, and either party reasonably determines that the System cannot be made to function properly, such party may terminate this Agreement upon written notice to the other party. In the event of such termination, all Fees accrued through the date of termination shall be due upon such termination.

(d) Either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.3 Effect of Termination Pursuant to Section 11.2. Upon any expiration or termination of this Agreement:

(a) Consultant shall immediately cease all use of and within five (5) days deliver to Customer, or, if return is impractical, shall destroy, all documents and tangible materials containing, reflecting, incorporating or based on the Customer Materials or Customer's Confidential Information; provided, however, that Consultant may retain one archival copy of the Customer Materials and Customer's Confidential Information to the extent Consultant requires or will require such Customer Materials or Confidential Information to meet its internal recordkeeping requirements or perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(b) Customer shall (i) immediately cease all use of and within five (5) days deliver to Consultant, or at Consultant's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on the Consultant Materials or Consultant's other Confidential Information; and (ii) permanently erase the Consultant Materials and Consultant's other Confidential Information from its computer systems, except, in each case, to the extent that Customer requires or will require such Consultant Materials or Consultant's Confidential Information to perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(c) If Customer terminates this Agreement pursuant to Sections 11.2(b) or (c), Customer will be relieved of any obligation to pay any Fees hereunder for Services and Deliverables that Consultant has not provided as of the effective date of termination and Consultant will refund to Customer Fees paid in advance for such Services and Deliverables.

(d) If Consultant terminates this Agreement pursuant to Sections 11.2(a), (b), or (c), Customer shall pay all previously-accrued but not yet paid Fees and Reimbursable Expenses through the effective date of termination, on receipt of Consultant's invoice therefor.

(e) If Consultant terminates this Agreement, all licenses granted to Customer under this Agreement will also automatically and immediately terminate on the effective date of such termination.

(f) Customer shall certify to Consultant in a notarized written instrument signed by Customer's duly authorized executive officer that it has complied with the requirements of this Section 11.3.

11.4 Surviving Provisions. The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any



expiration or termination of this Agreement: Section 8, Section 9.1, Section 9.2, Section 9.3, Section 10, Section 11.3, this Section 11.4, Section 12, Section 13, Section 14, Section 15, and Section 16.

11.5 Dispute Resolution. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof ("Dispute") shall be resolved with the following procedures:

(a) Negotiation. Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within thirty (30) calendar days (the "Negotiation").

~~(b) Mediation. If the dispute has not been resolved by negotiation in accordance with Section 11.5(a), then the parties shall proceed to mediation unless the parties at the time of the dispute agree to a different timeframe. A "Notice of Mediation" shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The parties shall agree on a mediator; however, if they cannot agree within fourteen (14) calendar days then Customer and Consultant shall each select a mediator and such mediators shall together unanimously select a neutral mediator who shall conduct the mediation. The mediation session shall be held within forty five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one (1) day, until there is a settlement agreement, or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within thirty (30) days of the first mediation session.~~

~~During the course of the mediation, no party can assert the failure to fully comply with Section 11.5(a) as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the Dispute until thirty (30) days after the parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise.~~

All communications, both written and oral, during the parties' efforts under Sections 11.5(a) ~~and 11.5(b)~~ are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation ~~and/or Mediation~~ process. ~~The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.~~

12. Representations and Warranties.

12.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is a duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its provisions.

12.2 Additional Consultant Representations and Warranties; Limited Remedy.

(a) Consultant represents and warrants to Customer that Consultant will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.



(b) Consultant warrants that for twelve (12) months following Customer's acceptance of the System pursuant to Section 5.2, as installed in the Core System and used in accordance with the Documentation, the System will in all material respects function and otherwise be in conformity with the Specifications. In the event of Consultant's breach of the foregoing warranty, Consultant's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

(i) Consultant shall use commercially reasonable efforts to cure such breach by either the repair or replacement of the defective Consultant Material without cost to the Customer, provided that Customer had not altered the System in any way and has maintained the System in accordance with Consultant's recommendations; further provided that, if Consultant cannot cure such breach within a reasonable time (but no more than sixty (60) days) after Customer's written notice of such breach, either party may, at its option, terminate the Agreement effective immediately upon written notice to the other party.

(ii) Consultant shall not be in breach of its warranty under this Section 12.2(b), and the foregoing remedy shall not be available, unless Customer provides written notice of such breach within twenty (20) calendar days of its discovery of such defect or failure and in no event later than twelve (12) months after Customer's acceptance or deemed acceptance of the System.

(iii) In no event will Consultant be responsible for (a) any modifications to any Consultant Materials or Deliverables made by anyone other than Consultant; (b) damages caused by misuse, improper operation, or improper or insufficient maintenance of any Consultant Materials or Deliverables; (c) normal wear and tear; (d) any data loss or corruption or personal information data breach; or (e) any alleged defects in any Consultant Materials or Deliverables that arise from Consultant's compliance with designs or other criteria or requirements provided by or through Customer.

(c) Any claim arising out of or in connection with this Agreement or its subject matter must be filed within twelve (12) months after the Customer's acceptance or deemed acceptance of the System or be permanently barred.

12.3 Additional Customer Representations and Warranties. Customer represents, warrants, and covenants to Consultant that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Consultant and used in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights of any third party or violate any applicable Law.

12.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 12.1 AND SECTION 12.2, THE SYSTEM AND ALL SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS" AND CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CONSULTANT MAKES NO WARRANTY OF ANY KIND THAT THE SYSTEM OR ANY OTHER WORK PRODUCT, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES (EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

13. Insurance. At all times during the Term of the Agreement, Consultant shall procure and maintain insurance of the following policy limits:

Workers Compensation: Statutory Limits

Excess Umbrella Liability: \$5,000,000 per claim and aggregate

General Liability: \$1,000,000 per claim
\$2,000,000 aggregate

Professional Liability: \$5,000,000 per claim
\$5,000,000 aggregate



Automobile Liability: \$1,000,000 combined single limit

14. Limitations of Liability.

14.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL CONSULTANT OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE; (b) USE, QUALITY, OR PERFORMANCE OF THE SYSTEM, SYSTEM COMPONENTS, OR OTHER DELIVERABLES OTHER THAN AS EXPRESSLY SPECIFIED IN THE SPECIFICATIONS, DOCUMENTATION, OR THIS AGREEMENT, INCLUDING ANY INABILITY TO USE OR NON-PERFORMANCE OF THE SYSTEM, IN WHOLE OR IN PART; OR (c) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF CONSULTANT AND ITS LICENSORS, SUBCONTRACTORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE FOLLOWING (WHICHEVER IS GREATER): (A) THE AMOUNT PAID BY CUSTOMER TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR, (B) IF THE COLLECTIVE AGGREGATE LIABILITY IS INSURED IN WHOLE OR IN PART, THE AGGREGATE AMOUNT RECOVERED BY CONSULTANT FROM ANY INSURERS OF THE LIABILITY. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.3 Customer acknowledges and agrees that the parties entered into the Agreement in reliance upon the limitations of liability set forth in Section 14, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

15. Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any portion of this Agreement, (except for any confidentiality or payment obligations), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, lightning, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) calendar days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt notice to the other party, stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16. Miscellaneous.

16.1 Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

16.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.



16.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 16.3):

If to Consultant: Concentric Integration, LLC
8678 Ridgefield Rd.
Crystal Lake, IL 60012
Attn: Mike Klein
Facsimile: (815) 455-0450
E-mail: mklein@goconcentric.com

If to Customer: At the addresses and to the attention as specified in the Signed Acceptance Document.

Notices sent in accordance with this Section 16.3 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

16.4 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any exhibits, attachments, and riders referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

16.5 Entire Agreement; Amendment and Modification; Waiver. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege

16.6 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Consultant's prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 16.6 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

16.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

16.8 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Upon such determination that any provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of



the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.9 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Agreement or its subject matter shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in or having jurisdiction over McHenry County, Illinois, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

~~**16.10 Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.~~

16.11 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Sections 8, 9, or 10, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party shall not be required to submit itself to the Dispute Resolution process set forth in Section 11.5 and will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

16.12 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Public Works

DATE: 5/30/2023

MEMO: 2023-50

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Managed Support Agreement with Concentric Integration, LLC for South Water Treatment Plant SCADA System.

SUMMARY RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution Authorizing a Managed Support Agreement with Concentric Integration, LLC for South Water Treatment Plant SCADA system upgrades for a fee not to exceed \$68,650.

BACKGROUND:

The majority of the South Water Treatment Plant's critical infrastructure is operated by a sophisticated Supervisory Control and Data Acquisition (SCADA) system. The system consists of a large number of interconnected mechanical, electrical and digital hardware and software components.

City staff is able to correct minor issues and perform minor repairs to the system; however, more complex challenges must be dealt with quickly by experienced service providers.

In 2014, as part of the Energy and Water Efficiency Services Agreement with Johnson Controls Inc., B&W Control Systems Integration, LLC (now Concentric Integration, LLC) provided significant upgrade and expansion services to the SCADA system. City staff were impressed with the firm's technical expertise, performance and expedient service. Since then, the firm has provided SCADA support services to the City. There are other firms that can provide these services however they do not have the detailed experience with the City's SCADA system that is necessary to provide high quality and highly responsive SCADA services.

Annual fees vary depending on when specific SCADA hardware and software support and extended warranty agreements need to be renewed and the constantly evolving nature and cost of digital equipment, software and warranties.

In order to align the agreement with the City's fiscal year and annual budgeting process, this

agreement is for 20 months from May 1, 2023 through December 21, 2024.

Concentric Integration provides the following services. Details are listed in the corresponding page numbers:

- Continuous proactive system maintenance (pages 5, 6, 7 & 9)
- Technology & SCADA budget planning (page 7)
- 24/7 Emergency assistance and repair services (page 8)
- Renew hardware and software support and extended warranty agreements (page 10)

These services are annually included in the Water Production operating budget.

It is recommended that Concentric Integration be awarded a 20 month agreement effective May 1, 2023 through December 31, 2024 for a fee not to exceed \$68,650.

PRIOR COUNCIL ACTION:

- May 2022 – Council authorized a Support Services Agreement with Concentric Integration, LLC for SWTP SCADA System for \$57,654.
- April 2021 – Council authorized a Support Services Agreement with Concentric Integration, LLC for SWTP SCADA System for \$34,260.
- April 2019 – Council authorized a two year Support Services Agreement with Concentric Integration, LLC for SWTP SCADA System for \$70,105.
- September 2017 – Council authorized a Support Services Agreement with B&W Control Systems Integration, LLC for SWTP SCADA System for \$48,339.
- June 2016 – Council authorized a Support Services Agreement with B&W Control Systems Integration, LLC for SWTP SCADA System for \$38,016.
- June 2013 – Council authorized an Energy and Water Efficiency Services Agreement with Johnson Controls Inc. for \$17,137,394 (a small portion of which included SWTP SCADA system improvements).

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

The agreement was sent on May 24, 2023 to the Legal Department for review.

STAFF REFERENCE: The Acting Public Works Director and/or Keith Alexander, Water Production Manager will be in attendance at the City Council meeting to answer any questions from the Council on this item.

BUDGET/TIME IMPLICATIONS:

These services are annually included in the Water Production operating budget. This is time sensitive as the current agreement expired on March 31, 2023.

ATTACHMENTS:

Description	Type
Resolution Authorizing Managed Support Agreement with Concentric Integration, LLC for South Water Treatment Plant SCADA System	Resolution Letter

RESOLUTION NO. R2023-_____

**RESOLUTION AUTHORIZING MANAGED SUPPORT AGREEMENT
WITH CONCENTRIC INTEGRATION, LLC FOR
SOUTH WATER TREATMENT PLANT SCADA SYSTEM**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A and made part hereof, between Concentric Integration, LLC and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Concentric Integration, LLC for a fee not to exceed \$68,650.

PRESENTED AND ADOPTED this 5th day of June, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



Managed Support Agreement 2023-2024

Customer: Cit of Decatur, IL

Concentric Job Number: 230362.00

Concentric Integration, LLC (Concentric) agrees to enter into a support agreement with the Customer to provide support services based on the "Services" indicated below and in agreement with the Terms & Conditions and Service Definitions.

Services & Fees

- Fixed Fee Services indicates a fixed scope as described in the attached Service Definitions. Since the scope is negotiated upfront, we are able to establish this price at the beginning of the contract.
- Time and Material (T&M) Services denotes a variable scope determined by the Customer. T&M Services are requested on a case-by-case basis and are approved by a responsible representative of the Customer. Monthly invoices will be sent for T&M Services as they are used. Labor will be billed on the basis of our standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs. Labor rates differ for Concentric staff members.
 - The hourly rate charged is the same for regular hours, after hours, emergency service, weekend, holiday, and overtime.
 - There is no minimum call-out charge during normal business hours. There is a 1.0 hour minimum charge for after-hours emergency support (815-788-3600). Standard hours are M-Th 7:30 AM – 5:00 PM and Friday from 7:30 AM – 12:30 PM.
 - Mileage for travel is billed at the IRS approved amount as calculated from the employee's office location to site visited during normal business hours, or from deployment location to the site visited for urgent service.
 - Travel time is charged at the same hourly billing rate indicated on the rate sheet.
- Please see the attached Rate Sheet for our current hourly billing rates. Please note that the rates listed on the attached rate sheet are our current rates and may increase during the term of the project.

2023-2024 - Description	Included	Fee
Fixed Fee Services		\$68,650
Project Management	☒	
Proactive Maintenance	☒	
Technology & SCADA Budget Planning	☒	
Third-Party Support Renewals	☒	
Total Fee		\$68,650



2023 Rate Sheet¹

Role	Rate	Description & Typical Duties
Vice President	\$240	Provides oversight & direction. Responsible for contracts, scope, overall satisfaction.
Electrical/Automation Engineer VI	\$220	Technical expert and/or lead designer/integrator who performs advanced design, programming, troubleshooting and field activities. Provides high level troubleshooting of complex technical issues.
Electrical/Automation Engineer V	\$200	Team leader. Independently performs and coordinates advanced design, programming, troubleshooting and field activities, as well as project management and oversight.
Electrical/Automation Engineer IV	\$185	Independently performs and coordinates advanced design, programming, troubleshooting and field activities for electrical/automation work. Can also provide project management and coordination.
Electrical/Automation Engineer III	\$165	Works independently under little supervision to perform more advanced design, programming, troubleshooting and field activities for electrical/automation work.
Electrical/Automation Engineer II	\$145	Works as a team member to perform more advanced design, programming, troubleshooting and field activities for electrical/automation work with direction from senior staff.
Electrical/Automation Engineer I	\$135	Works as a team member to perform basic design, programming, troubleshooting and field activities for electrical/automation work with direction from senior staff.
IT Consultant VI	\$220	Technical expert and/or lead industrial/automation information technology designer. Responsible for commissioning, quality control, and project management. Performs and coordinates advanced design of client networks/systems.
IT Consultant V	\$200	Team leader. Independently performs server, network, and desktop architecture, design, management, and oversight. High level troubleshooting of network, security, and server technical issues. Provides project management and quality control.
IT Consultant IV	\$185	Independently performs server, network, and desktop management and oversight and typical higher-level network administration duties. Can also provide project management and coordination.
IT Consultant III	\$165	Works independently under little supervision to provide more advanced systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.
IT Consultant II	\$145	Works as a team member to provide more advanced systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.
IT Consultant I	\$135	Works as a team member to provide basic systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.
Administrative Support	\$95	Coordinates purchasing and logistics/shipping for automation, controls, instrumentation, and related IT and security equipment. Prepares equipment specifications.

¹ Rates are subject to change on January 1 of each year.



Time Period and Payment

Start Date: May 1, 2023

End Date: December 31, 2024

Fixed Fee Services: Payment to be made in twenty (20) equal payments \$3,432.50 upon being invoiced on a monthly basis.

Time & Material Services: The fees for services that are not included in the Fixed Fee Services portion of this contract will be invoiced separately on a monthly basis, as they are incurred.

Standard Terms and Conditions References

Effective Date: The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature.

Third Party Materials (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

- ☒ DOES apply
- ☐ DOES NOT apply

Notices: Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing.

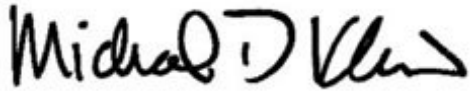


Acceptance

If this agreement is acceptable, please sign one copy and return to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC



Michael D. Klein, PE
President
MDK



CUSTOMER:
CIT OF DECATUR, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____



Service Definitions

Fixed Fee Services

Project Management

Plan, schedule, and coordinate the activities that must be performed to complete the project and provide support services.

Proactive Maintenance

If included, all services described within this section will be provided by Concentric for the specified fee regardless of actual hours of work performed. Proactive Maintenance is provided for hardware that appears in the Hardware List included in this Agreement.

If included, Concentric will monitor certain aspects of the IT infrastructure, as well as perform periodic routine scheduled maintenance (detailed in the following tables) in order to minimize unexpected system shutdowns by resolving issues before they reach a critical nature. Upon completion of the scheduled service, Concentric will provide written confirmation the service was completed.

Scheduled services will be provided during Standard Hours if service does not significantly impact network performance. Scheduled services that may significantly impact network performance, and are not urgently needed to maintain network security, will be scheduled during other hours as agreed upon by Concentric and the Customer. Standard Hours are considered Monday – Friday 7:30 am to 5:00 pm, excluding major holidays.



Concentric monitors certain core infrastructure components using our remote support toolset. If problems are detected, labor to repair falls under Time and Material (T&M) services. There may be times where the cost to repair a component is greater than the cost to replace. In that case, we will discuss this with you and recommend replacement if that situation occurs. We require that supported devices have active manufacturer support contracts (warranties) in place prior to the agreement starting. If needed, these support contracts can be included in the Third-Party Support Renewals section below.

Core Infrastructure Maintenance	Minimum Service Frequency: ²			
	N/A	Monthly	Quarterly	Annually
Server Monitoring - Monitor for issues that may arise. - Review Windows System Logs. - Review Windows Services. - Apply Windows Updates. - Check Drive Free Space. - Verify & Update Anti-Virus Software.	☐	☒	☐	☐
Backup monitoring - Monitor the success of the backups and verify their proper completion. - Perform annual test restore from backups. - Back Up SCADA applications, if applicable.	☐	☐	☒	☐
Network Monitoring - Review networking device (routers and managed switches) logs to determine if any problematic conditions are occurring. - Check networking devices for firmware update availability. (Actual updates will be performed T&M, if needed).	☐	☐	☒	☐
Firewall Monitoring - Monitor security logs and configurations for suspicious activity. - Check firewall devices for firmware update availability. (Actual updates will be performed T&M, if needed).	☐	☐	☒	☐
Workstation Monitoring - Check workstation event logs for unusual or problematic events. - Apply Windows Updates. - Verify & Update Anti-Virus Software.	☐	☐	☒	☐

For Proactive Maintenance and Remote Access purposes, Concentric needs to install a secure software agent on servers and workstations covered by this support agreement. If this is not permitted, Concentric needs to be notified in advance of signing this agreement as it will substantially change the costs involved in providing the services contained in the agreement.

² Service frequency implies human remote access or physical check-in on system. At its discretion, Concentric may utilize continuous monitoring software to supplement or substitute human intervention in fulfilling the Core Infrastructure Maintenance requirements.



The following table details the SCADA-specific proactive services included under this Support Agreement, and at what frequency:

Proactive Maintenance	Minimum Service Frequency:			
	N/A	Quarterly	Twice Annually	Annually
PLC, OIT, & Control Panel Maintenance: - Check functionality of Control Panel UPS - Back Up Programs - Check Status of Fuses, Circuit Breakers, & Surge Protectors - Check Control Panel Thermal Management - Check for Environmental Issues with Water, Moisture, Dirt, Dust, etc. - Check for published PLC vulnerabilities and recommend upgrade (to be implemented using T&M Services)	☐	☒	☐	☐
Radio and Cellular Router Maintenance: Check signal strength and back up configuration	☒	☐	☐	☐
SCADA Alarm Testing: Manually test critical alarms (up to 50) from SCADA to ensure they continue to work properly	☐	☐	☐	☒
SCADA Patching: Apply security related updates and patches to SCADA software (excludes full version upgrades, which are handled under T&M Services)	☐	☒	☐	☐
Documentation: Verify & Update Network Diagram	☐	N/A	N/A	☒

Technology & SCADA Budget Planning

Budgeting for SCADA and related technology items can be used to help prioritize and guide decisions and overall budget planning for capital improvements. Concentric believes that providing advanced notice (where possible) of recommended equipment, software, security, and communications improvements will provide a much more effective planning and implementation cycle. When this service is selected, our senior level design staff intentionally review the system architecture to determine the risk and benefit of both inaction or selected improvements. Our staff discusses the recommended improvements, phasing, and costs with you and then provides a letter and prioritized table of recommended improvements that summarize the costs of the recommended initiatives.

Budget Planning & Cost Preparation - Annual	Deliverable	Included?
Budget Planning & Cost Preparation (for following fiscal year)	Budgetary Memorandum	☒

Third-Party Support Renewals

The supported system includes hardware and software that may have applicable support and extended warranty agreements that are provided by a third party, such as the manufacturer or vendor/supplier. Once the initial installation's support/warranty period has expired, it is recommended that these agreements are maintained and renewed on a regular basis. If listed in the Included Services & Fees

section of this agreement, Concentric will provide the renewals listed in the Third-Party Support Renewal list on Page 10.

Third-Party Support Renewals - Annual	Deliverable	Included?
Renew Third-Party Support Contracts	Contracts from OEM/Supplier	☒

Time & Materials (T&M) Services

Break – Fix (Repairs)

Provide as-needed services on request. This service will be provided 24 hours a day, 7 days per week for the length of this agreement regardless of standard working hours. Concentric's daytime and after-hours phone number is 815-788-3600. Concentric staff typically answers the phone during standard business hours. A call center answers the phone after hours or when staff is not available to answer. Concentric will return any phone calls for urgent service within 30 minutes from when the phone call is placed, and dispatch a staff member within 60 minutes if a site visit is required.

Improvements

Occasionally, staff identify small changes to the system that can have large impacts on operational efficiency, safety, and quality. These improvements can be easily designed and built without use of Consulting & Design services.

Consulting & Design

Through consulting and design, a system can be effectively maintained, improved, and upgraded. This service will provide for retained smaller project design services as it relates to IT infrastructure, instrumentation & controls, and Supervisory Control and Data Acquisition (SCADA).



Hardware List

If Proactive Maintenance is included as part of this Support Services Agreement, Concentric will proactively support the following hardware:

Hardware Description	
Servers	
• SWTSC01	Primary SCADA Server
• SWTUT01	Utility Server
• SWTDC01	Domain Controller
• SWTRDS01	Remote Desktop Server
• SWTHIST1	Historian Server
• SWTSCVM01	VM Host Server (Dell PowerEdge R740)
Desktop PC	
• SWTSV01A	SCADA Workstation #1 (Dell Optiplex 7090)
• SWTSV02	SCADA Workstation #3 (Dell Optiplex 7090)
• SWTSC02	Secondary SCADA Server (Dell Precision 7820)
Laptop PC	
• SWTMAINT01	Maintenance Laptop (Dell Latitude 3520)
Firewall	
• FortiGate Firewall (FGT80E)	
Managed Switch	
• SCADA Switch (HP Aruba R8N86A)	
• SCC1 (Hirschman RS20)	
• SCC2 (Hirschman RS20)	
• SCC3 (Hirschman RS20)	
• SCC4 (Hirschman RS20)	
• SCC5 (Hirschman RS20)	
• SCC1C (Hirschman RS20)	
• Basement_Hirsch (Hirschman RS20)	
• Switchgear_Hirsch (Hirschman RS20)	
Network Attached Storage (NAS)	
• QNAP (TS-469L)	
Misc.	
• Tripp Lite UPS (Server Rack)	
• Redlion Protocol Converter (Switchgear & Transfer pump Control Panels)	
Control Panels	
• SCC-1C	



Third-Party Support Renewals

If Third-Party Support Renewals are included as part of this Support Services Agreement, renewals will be processed as listed in the table below:

Warranty	Included?	Coverage Period	Qty
Veritas Backup Exec Server & Backup Exec Agents (for Windows and VMWare/HyperV)	☒	5/7/2022 – 5/6/2026	1
VMware Production Subscription for vSphere 5 Standard for 1 Processor	☒	7/10/2023 – 3/31/2025	2
GE Acceleration Plan (iFix)	☒	7/13/2023 – 3/31/2025	1
Fortinet Firewall	☒	5/12/2023 – 7/31/2025	1
Rockwell	☒	7/9/2023 – 7/10/2026	1





STANDARD TERMS AND CONDITIONS v10.1

THESE STANDARD TERMS AND CONDITIONS APPLY TO ALL PRODUCTS AND SERVICES WHICH MAY BE PROVIDED BY CONCENTRIC INTEGRATION, LLC ("CONSULTANT"). A WRITTEN PROPOSAL, SUPPORT SERVICES AGREEMENT, WORK ORDER, OR OTHER DOCUMENT THAT REFERENCES THESE STANDARD TERMS AND CONDITIONS IS REFERRED TO AS A "SIGNED ACCEPTANCE DOCUMENT." BY EXECUTING ANY SIGNED ACCEPTANCE DOCUMENT, YOU AGREE TO BE BOUND BY THESE STANDARD TERMS AND CONDITIONS. THE SIGNED ACCEPTANCE DOCUMENT AND THESE STANDARD TERMS AND CONDITIONS COLLECTIVELY CONSTITUTE THE "AGREEMENT".

1. Definitions.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person through the ownership of voting securities, by contract or otherwise/ownership of more than fifty percent (50%) of the voting securities of a Person.

"**Business Day**" means a day other than a Saturday, Sunday, or other day on which federal banks are authorized or required by Law to be closed for business.

"**Core System**" means the information technology, system, and infrastructure, including computers, software, hardware, databases, electronic systems, and networks on or with which the System is intended to be built and operate, as set forth in the Signed Acceptance Document.

"**Customer**" means the customer as identified on the Signed Acceptance Document.

"**Customer Materials**" means the specific documents and materials, including specifications, software, hardware, systems, and technologies, that are provided or made available to Consultant or any of its Subcontractors by or on behalf of Customer in connection with this Agreement.

"**Deliverables**" means the System, including any and all Consultant Software, Consultant Hardware, Specifications, Documentation, Third-Party Materials, and other subject matter that Consultant (a) actually provides to Customer in connection with this Agreement or (b) is required to provide to Customer under this Agreement as identified in the Signed Acceptance Document.

"**Designated Site(s)**" means the Customer facility or facilities identified in the Signed Acceptance Document.

"**Documentation**" means any and all user manuals, operating manuals, and instructions, specifications, together with other documents and materials that may be specifically identified in the Signed Acceptance Document that Consultant provides or makes available to Customer in any medium and which describe the operation, use, support, or maintenance of the System.

"**Effective Date**" means the date on which Customer executes the Signed Acceptance Document.

"**Consultant Hardware**" means any computer or other equipment or device that is proprietary to Consultant and provided to Customer hereunder.

"**Consultant Materials**" means the Signed Acceptance Document, the Consultant Hardware, and all other Deliverables other than Third-Party Materials, and any and all information, code, custom developed applications, data, documents, drawings, materials, inventions, technologies, ideas, concepts, processes, methodologies, know-how, works, and other subject matter, including all software, hardware, systems, methods, processes, and devices, and all specifications, descriptions, requirements, plans, and reports, that Consultant or any of its Subcontractors conceives, discovers, designs, develops, reduces to practice, prepares, makes, modifies, improves or, other than Customer Materials and Third-Party Materials, uses, exclusively or nonexclusively in connection with the Services or this Agreement.

"**Consultant Personnel**" means all individuals involved in the performance of Services as employees or independent contractors of Consultant or any Subcontractor.



"Consultant Software" means any and all software (including any software interface or code) that is proprietary to Consultant and provided to Customer hereunder, whether (a) without modification, (b) modified by Consultant under this Agreement, or (c) developed by Consultant specifically for Customer.

"Intellectual Property Rights" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases; (d) trade secrets, know-how, and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Losses" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and other costs and fees incurred in enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Use" means use only by and for the benefit of Customer and solely for or in the ordinary course of Customer's internal business operations.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Representatives" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

"Specifications" means the Scope of Services for the System as described in the Signed Acceptance Document.

"System" means the integrated information technology system to be designed, developed, and provided by Consultant to Customer pursuant to this Agreement.

"Third-Party Materials" means materials and information, in any form or medium, including any software (including open source software), applications, documents, data, content, specifications, products, hardware or equipment, technology, or components of or relating to the System, in any form or media in which any person or entity other than Consultant owns an interest.

2. Engagement of Consultant: General Service Obligations.

2.1 Engagement of Consultant. Customer hereby engages Consultant, and Consultant hereby accepts such engagement, to provide the Deliverables and perform the system integration and other professional services related thereto as further described in the Signed Acceptance Document (collectively, the **"Services"**) in accordance with the Agreement.

2.2 Project Management. Each party shall, throughout the Term of the Agreement, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity. If either party's project manager ceases to be employed by such party or such party otherwise wishes to replace its project manager, such party shall promptly name a new project manager by written notice to the other party.

2.3 Changes. Either party may, at any time during the Term of the Agreement, request in writing changes to the Services. The parties shall evaluate and, if agreed, implement all such changes in accordance with a written change order ("Change Order"). In the event that such changes cause an increase in Consultant's fee or time required for performance of any Services, whether or not reflected in any Change Order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Consultant, in its sole and absolute discretion, may withhold the provision or delivery of any Service or Deliverable for which additional compensation will be charged until its receipt of a Change Order and



written authorization from Customer. No changes will be effective unless and until memorialized in a written Change Order signed by both parties.

2.4 Subcontractors. Consultant may from time to time in its discretion engage third parties to perform the Services (each, a "Subcontractor").

3. Services.

3.1 Services Provided. Consultant will provide to Customer the Services described in the Signed Acceptance Document in accordance with the Agreement. Consultant will use commercially reasonable efforts to meet any performance dates specified in the Signed Acceptance Document, and any such dates are estimates only.

3.2 Third-Party Materials. The System may include or operate in conjunction with Third-Party Materials. If Third-Party Materials are included in or required for use with any of the Deliverables, Consultant will indicate this in the Signed Acceptance Document, or in a subsequent written notice given in accordance with Section 16.3 below, and provide a list of such Third-Party Materials upon request. All Third-Party Materials are provided pursuant to the terms and conditions of the applicable third-party license agreement. Customer shall comply with all such third-party license agreements for which Consultant provides a copy or link, as well as any applicable third-party license agreements which are posted in the "3rd Party Terms" document at www.goconcentric.com/standard-terms.

4. Customer Obligations.

4.1 Customer Resources and Cooperation. Customer shall timely provide such cooperation and assistance as Consultant reasonably requests to enable Consultant to perform the Services in accordance with the Signed Acceptance Document, including any applicable performance dates set forth therein. Without limitation of the foregoing, Customer shall timely:

- (a) perform all obligations identified as customer responsibilities in the Signed Acceptance Document;
- (b) provide the Customer Materials and all such other resources as may be specified in the Signed Acceptance Document;
- (c) provide Consultant Personnel with safe access to Customer's premises, the Core System and suitably qualified personnel;
- (d) ensure the Core System is set up and in working order to allow Consultant to perform the Services and deliver and, where applicable, install each Deliverable in accordance with the Signed Acceptance Document;
- (e) participate through suitably qualified and authorized Customer personnel in such meetings as may be scheduled by either party on at least ten (10) days' prior notice; and
- (f) provide all consents, approvals, notices and other communications as required under this Agreement and, where applicable, as specified in the Signed Acceptance Document.

4.2 Effect of Customer Failure or Delay. Consultant is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. In the event of any such delay or failure, Consultant may, in its sole discretion and by written notice to Customer, extend all such performance dates as Consultant deems reasonably necessary and, where applicable, amend the Signed Acceptance Document to reflect such extensions. The foregoing is in addition to, and not in lieu of, all other remedies Consultant may have for any such failure or delay by Customer.

4.3 Non-Solicitation. During the Term of the Agreement and for one (1) year after, Customer shall not, and shall not assist any other Person to, directly or indirectly, recruit or solicit for employment (or engagement as an independent contractor) any Person then or within the prior twelve (12) months employed by Consultant. In the event of a violation of this Section 4.3, Consultant will be entitled to liquidated damages equal to the compensation paid by Consultant to the applicable employee during the prior twelve (12) months.

5. Delivery; Testing and Acceptance.



5.1 Delivery. Consultant will deliver or cause to be delivered or made available to Customer each Deliverable in accordance with the Signed Acceptance Document. Except as otherwise expressly set forth in the Signed Acceptance Document, Consultant will deliver Consultant Software in binary code (object code) only. Customer acknowledges and agrees that Customer has no right or license under this Agreement to receive the source code for any Consultant Software.

5.2 Review and Acceptance. Acceptance of the Deliverables or System will be conducted as follows:

(a) Following delivery of any Deliverables provided for in a Signed Acceptance Document (including where applicable installation of the System), Customer will have fourteen (14) calendar days (the "**Review Period**") to thoroughly inspect and review the Deliverables and/or System and confirm that the Services have been completed in accordance with the Signed Acceptance Document (the "**Project Acceptance Review**"). Consultant has the right to observe or participate in all or any part of the Project Acceptance Review.

(b) Promptly upon the completion of the Project Acceptance Review, Customer shall notify Consultant in writing of its acceptance or, solely if the Project Acceptance Review identifies any material failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation (each, a "**Nonconformity**"), rejection of the Deliverables or System. Customer shall not unreasonably withhold its acceptance and shall include in any rejection notice a reasonably detailed description of the Project Acceptance Review conducted, the results thereof and each identified Nonconformity. The Deliverables or System will be deemed accepted by Customer upon the expiration of the Review Period if Customer has not delivered a notice accepting or rejecting the Deliverables or System prior to such expiration.

(c) Subject to Section 5.2(d), following receipt of a rejection notice, Consultant shall use commercially reasonable efforts to remedy the Nonconformities reported by Customer. Customer shall, at no charge to Consultant, provide all such cooperation and assistance as Consultant may reasonably request to assist Consultant's efforts to remedy Nonconformities. Upon Consultant's notice of its correction of the reported Nonconformities, Customer shall have an additional Review Period to conduct Project Acceptance Reviews to determine whether such Nonconformities have been remedied.

(d) The parties shall repeat the process set forth in Section 5.2(a) through Section 5.2(b) until Customer has accepted the Deliverables or System as set forth in Section 5.2(b), provided, however, if Customer issues more than three (3) rejection notices: (i) Customer may accept the Deliverables or System as nonconforming, in which case the parties agree to mutually negotiate any appropriate reduction in Fees to reflect the impact of the Nonconformities; or (ii) if Customer does not accept the System as nonconforming, either party may terminate this Agreement in accordance with Section 11.2(c) below.

(e) Consultant has the right to dispute, in good faith, Customer's rejection or qualified acceptance of the Deliverables or System by providing written notice to Customer of such dispute within fourteen (14) calendar days after Consultant's receipt of Customer's written notice of such rejection or qualified acceptance, as applicable. Consultant shall specify in the notice of dispute the basis of the dispute in sufficient detail to facilitate investigation by Customer and resolution by the parties. The parties shall first attempt in good faith to promptly resolve the dispute by negotiation and consultation between themselves. If the dispute is not resolved on an informal basis within ten (10) calendar days after Consultant's notice thereof, the parties shall seek to resolve the dispute pursuant to Section 11.5. Pending the resolution of such dispute, Consultant will have no obligation to correct any alleged Nonconformity or repair or replace any Deliverables.

This Section 5.2 sets forth Consultant's sole obligations and Customer's exclusive remedies for any failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation.

6. Maintenance and Support. During the Warranty Period, Consultant may provide Customer System maintenance and support services for an additional fee under a separate agreement executed between the Consultant and Customer.

7. Fees; Payment Terms.

7.1 Fees. Customer shall pay to Consultant the fees set forth in the Specification and Signed Acceptance Document ("**Fees**").



7.2 Time and Materials. Where the Services are provided on a time and materials basis:

- (a) the Fees payable for the Services shall be calculated in accordance with Consultant's hourly fee rates for the Consultant Personnel set forth in the Specification and Signed Acceptance Document; and
- (b) Consultant will issue invoices to Customer monthly in arrears for its Fees for time for the immediately preceding month, calculated as provided in this Section 7.2, together with a breakdown of any Reimbursable Expenses incurred during that period.

7.3 Fixed Price. Where Services are provided for a fixed price, the total Fees for the Services shall be the amount set out in the Specification and Signed Acceptance Document. The total Fees shall be paid to Consultant in installments as set out in the Specification and Signed Acceptance Document together with Customer's payment of any Reimbursable Expenses incurred by Consultant during the installment period. At the end of a period for which an installment is due under the Specification and Signed Acceptance Document, Consultant will issue invoices to Customer for the Fees and Reimbursable Expenses that are then payable for that period.

7.4 Reimbursable Expenses. Customer shall reimburse Consultant for all travel and out-of-pocket expenses incurred by Consultant in connection with performing the Services ("**Reimbursable Expenses**").

7.5 Fee Increases. The parties agree that for Services provided on a time and materials basis, Consultant may increase by 4% per year (effective January 1, 2024) its standard fee rates specified in the Specification and Signed Acceptance Document ~~upon ninety (90) days prior written notice to Customer.~~

7.6 Payment Terms. Customer shall pay all Fees and Reimbursable Expenses on or prior to the due date therefor set forth in the Specification and Signed Acceptance Document or, where the Specification and Signed Acceptance Document does not specify such date, within thirty (30) days after the date of Consultant's invoice therefor. Customer shall make payments to the address or account specified in the Specification and Signed Acceptance Document or such other address or account as is specified by Consultant in writing from time to time.

7.7 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:

- (a) Consultant may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;
- (b) Customer shall reimburse Consultant for all costs incurred by Consultant in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and
- (c) if such failure continues for ten (10) calendar days following written notice thereof, Consultant may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension. When such default is cured by Customer, the amount to be paid for the scope of work will be equitably increased to account for Consultant's damages arising from such suspension (including without limitation demobilization and remobilization expenses and increased costs of performance) and the time for Consultant to complete the scope of work will be equitably extended to account for such suspension.

7.8 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Consultant's income.

~~7.9 No Deduction or Setoff. Customer shall pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by Consultant whether under this Agreement, applicable Law or otherwise and whether relating to Consultant's breach, bankruptcy or otherwise.~~

~~7.10 Prompt Payment Laws. In the event of a conflict between the provisions of this Section 7 and any applicable "prompt payment" laws or regulations within the State of Illinois, including without limitation the Local Government Prompt Payment Act, 50 ILCA 505/1 and the Contractor Prompt Payment Act, 815 ILCS 603/1 (collectively the "Illinois Prompt~~



~~Payment Laws”), the provisions of the Prompt Payment Laws shall control. Consultant shall have all remedies that may be available at law, in equity, or otherwise with respect to Customer’s payment obligations hereunder and pursuant to the Illinois Prompt Payment Laws.~~

8. Intellectual Property Rights. The following provisions shall govern all Intellectual Property Rights which may arise in the course of performing this Agreement.

8.1 Consultant Materials. All right, title, and interest in and to (a) the Consultant Materials and (b) all works, inventions and other subject matter incorporating, based on or derived from any Consultant Materials, including all customizations, enhancements, improvements and other modifications thereof (collectively, "**Derivatives**"), in each case (subclause (a) and subclause (b)) by whomsoever made and including all Intellectual Property Rights therein, are and will remain, as appropriate, with Consultant. Customer has no right or license with respect to any Consultant Materials or Derivatives except as expressly licensed under Section 9.1, in each case subject to Section 9.2. Consultant expressly reserves all other rights in and to the Consultant Materials and Derivatives. If Customer permits any third party to access or modify the Consultant Materials, Customer must do so pursuant to a written agreement that: (i) prohibits such third party from using, disclosing or distributing the Consultant Materials for any purpose other than as reasonably necessary to facilitate Customer’s internal use of the Deliverables provided hereunder; and (ii) prohibits such third party from removing, obscuring or altering any legal notices or copyright management information included in or upon the Consultant Materials; and (iii) states that such third party shall not disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Consultant Materials. Customer acknowledges that permitting a third party to modify the Consultant Materials shall void the warranty set forth in Section 12 below.

8.2 Customer Materials. As between the parties, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein, subject only to the license granted under Section 9.3. Customer expressly reserve all other rights in and to the Customer Materials.

8.3 Third-Party Materials. All right, title, and interest in and to the Third-Party Materials, including all Intellectual Property Rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any Third-Party Materials except as expressly licensed under such third-party license agreements.

(a) Reseller Products. In some cases, Consultant or its affiliated entities will act as a reseller of Third-Party Materials, which are referred to as “Reseller Products” for convenience. Customer acknowledges that Consultant may receive compensation in the form of a commission or profit share in connection with Reseller Products. All Reseller Products are warranted solely by the original manufacturer’s warranty. Customer will be deemed to contract directly with the licensor or seller of any Reseller Products, and will be directly responsible for complying with any license, end user license agreement, or other terms and conditions associated with Reseller Products.

(b) Licensed Embedded Products. “Licensed Embedded Products” means any software component that is provided by Consultant from a licensed development platform utilized by Consultant. Regarding all Licensed Embedded Products, Customer will be deemed an authorized end user, and Consultant grants Customer a royalty-free, fully paid-up, non-exclusive right and license to use and execute the Licensed Embedded Products as part of the Consultant Materials and Deliverables provided hereunder or in the future. With respect to all Licensed Embedded Products, Customer agrees: (i) Customer is prohibited from distribution of the Licensed Embedded Products; (ii) all Licensed Embedded Products are warranted solely by the original manufacturer’s warranty; (iii) any and all liability of Licensed Embedded Product licensors and suppliers shall be limited to the maximum extent permitted by applicable law; and (iv) Customer may not attempt to disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Licensed Embedded Products. Customer agrees to review and comply with any other terms and conditions associated with Licensed Embedded Products which are posted from time to time in the “3rd Party Terms” document at www.goconcentric.com/standard-terms.

(c) Open Source Products. “Open Source Products” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License,



or other license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled. Consultant will identify any Open Source Products which are incorporated into the Consultant Materials and post or link to the applicable license agreement associated with any such Open Source Products on its website. Customer acknowledges that it has access to such information and a duty to read and comply with the applicable license agreements.

(d) No Third-Party Materials Representations or Warranties. Customer's remedies with respect to all Third-Party Materials will be limited to whatever recourse may be available against the applicable licensor thereof. Without limiting the generality of the foregoing, wherever Consultant may agree to provide configuration, installation, or deployment services relating to any Third-Party Materials, any warranties of Consultant relate to and are applicable to Consultant's Services only, not to Third-Party Materials. CONSULTANT MAKES NO REPRESENTATIONS, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ANY THIRD-PARTY MATERIALS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ITS USE OF THIRD-PARTY MATERIALS IS AT CUSTOMER'S SOLE RISK AND THAT THIRD-PARTY MATERIALS ARE RECOMMENDED BY CONSULTANT "AS IS" AND WITHOUT WARRANTY OF ANY KIND FROM CONSULTANT INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9. Licenses.

9.1 Consultant License. Subject to and conditioned upon Customer's payment of the Fees and compliance with Section 9.2 and all other applicable provisions of this Agreement, Consultant hereby grants to Customer a fully paid-up and royalty-free, non-transferable, non-sublicensable license exercisable in perpetuity, solely: (a) to install, operate, and use the System (including Consultant Software in object code only) for the Permitted Use in the Core System at the Designated Site(s) in accordance with the Documentation; and (b) to use the Documentation and other Deliverables in connection therewith.

9.2 Consultant License Restrictions. Customer shall not, and shall not permit any other Person to, access or use any Consultant Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, with respect to all Consultant Materials, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of the Consultant Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Consultant Materials to any other Person, including through or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Consultant Materials or any part thereof;
- (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Consultant Materials, including any copy thereof;
- (e) use any Consultant Materials in a manner or for any purpose that infringes, misappropriates, or otherwise violates any Law or Intellectual Property Right;
- (f) use the Consultant Materials for purposes of competitive analysis of the System, the development of a competing system, product or service, or any other purpose that is to Consultant's commercial disadvantage;
- (g) use any Consultant Materials in, or in association with, the design, construction, maintenance or operation of any hazardous environments, systems, or applications; or,
- (h) otherwise use the Consultant Materials beyond the scope of the license granted under Section 9.1.

9.3 Customer Materials License. Customer hereby grants to Consultant a fully paid-up and royalty-free, non-exclusive right and license to use, reproduce, perform, display, distribute, modify, and create derivative works and improvements of the Customer Materials to perform the Services or to further develop and improve the Consultant Materials



as necessary or desirable to perform the Services. This license commences upon Customer's first delivery of Customer Materials to Consultant and is irrevocable and perpetual.

10. Confidentiality.

10.1 Confidential Information. In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 10.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing, the Consultant Materials are the Confidential Information of Consultant.

10.2 Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

10.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) except as may be permitted by and subject to its compliance with Section 10.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 10.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as set forth in this Section 10.3.

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and

(d) ensure its Representatives' compliance, and be responsible and liable for any of its Representatives' noncompliance, with this Section 10.

10.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy, or waive its rights under Section 10.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 10.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

11. Term and Termination.

11.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the parties have performed their obligations under the Signed Acceptance Document ("**Term**").

11.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:



(a) Consultant may terminate this Agreement, effective on written notice to Customer, if: (i) Customer fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Consultant's delivery of written notice thereof; (ii) there have been three (3) or more such payment failures in the preceding twelve (12) month period, regardless of whether any such failures were timely cured; or (iii) Customer breaches any of its obligations under Section 9.2 (License Restrictions) or Section 10 (Confidentiality).

(b) Either party may terminate this Agreement effective on written notice to the other party if the other party materially breaches this Agreement through no fault of the terminating party, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach.

(c) If the System cannot be installed and made fully operational, and either party reasonably determines that the System cannot be made to function properly, such party may terminate this Agreement upon written notice to the other party. In the event of such termination, all Fees accrued through the date of termination shall be due upon such termination.

(d) Either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.3 Effect of Termination Pursuant to Section 11.2. Upon any expiration or termination of this Agreement:

(a) Consultant shall immediately cease all use of and within five (5) days deliver to Customer, or, if return is impractical, shall destroy, all documents and tangible materials containing, reflecting, incorporating or based on the Customer Materials or Customer's Confidential Information; provided, however, that Consultant may retain one archival copy of the Customer Materials and Customer's Confidential Information to the extent Consultant requires or will require such Customer Materials or Confidential Information to meet its internal recordkeeping requirements or perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(b) Customer shall (i) immediately cease all use of and within five (5) days deliver to Consultant, or at Consultant's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on the Consultant Materials or Consultant's other Confidential Information; and (ii) permanently erase the Consultant Materials and Consultant's other Confidential Information from its computer systems, except, in each case, to the extent that Customer requires or will require such Consultant Materials or Consultant's Confidential Information to perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(c) If Customer terminates this Agreement pursuant to Sections 11.2(b) or (c), Customer will be relieved of any obligation to pay any Fees hereunder for Services and Deliverables that Consultant has not provided as of the effective date of termination and Consultant will refund to Customer Fees paid in advance for such Services and Deliverables.

(d) If Consultant terminates this Agreement pursuant to Sections 11.2(a), (b), or (c), Customer shall pay all previously-accrued but not yet paid Fees and Reimbursable Expenses through the effective date of termination, on receipt of Consultant's invoice therefor.

(e) If Consultant terminates this Agreement, all licenses granted to Customer under this Agreement will also automatically and immediately terminate on the effective date of such termination.

(f) Customer shall certify to Consultant in a notarized written instrument signed by Customer's duly authorized executive officer that it has complied with the requirements of this Section 11.3.

11.4 Surviving Provisions. The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any



expiration or termination of this Agreement: Section 8, Section 9.1, Section 9.2, Section 9.3, Section 10, Section 11.3, this Section 11.4, Section 12, Section 13, Section 14, Section 15, and Section 16.

11.5 Dispute Resolution. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof ("Dispute") shall be resolved with the following procedures:

(a) Negotiation. Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within thirty (30) calendar days (the "Negotiation").

~~(b) Mediation. If the dispute has not been resolved by negotiation in accordance with Section 11.5(a), then the parties shall proceed to mediation unless the parties at the time of the dispute agree to a different timeframe. A "Notice of Mediation" shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The parties shall agree on a mediator; however, if they cannot agree within fourteen (14) calendar days then Customer and Consultant shall each select a mediator and such mediators shall together unanimously select a neutral mediator who shall conduct the mediation. The mediation session shall be held within forty five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one (1) day, until there is a settlement agreement, or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within thirty (30) days of the first mediation session.~~

~~During the course of the mediation, no party can assert the failure to fully comply with Section 11.5(a) as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the Dispute until thirty (30) days after the parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise.~~

All communications, both written and oral, during the parties' efforts under Sections 11.5(a) ~~and 11.5(b)~~ are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation ~~and/or Mediation~~ process. ~~The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.~~

12. Representations and Warranties.

12.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is a duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its provisions.

12.2 Additional Consultant Representations and Warranties; Limited Remedy.

(a) Consultant represents and warrants to Customer that Consultant will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.



(b) Consultant warrants that for twelve (12) months following Customer's acceptance of the System pursuant to Section 5.2, as installed in the Core System and used in accordance with the Documentation, the System will in all material respects function and otherwise be in conformity with the Specifications. In the event of Consultant's breach of the foregoing warranty, Consultant's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

(i) Consultant shall use commercially reasonable efforts to cure such breach by either the repair or replacement of the defective Consultant Material without cost to the Customer, provided that Customer had not altered the System in any way and has maintained the System in accordance with Consultant's recommendations; further provided that, if Consultant cannot cure such breach within a reasonable time (but no more than sixty (60) days) after Customer's written notice of such breach, either party may, at its option, terminate the Agreement effective immediately upon written notice to the other party.

(ii) Consultant shall not be in breach of its warranty under this Section 12.2(b), and the foregoing remedy shall not be available, unless Customer provides written notice of such breach within twenty (20) calendar days of its discovery of such defect or failure and in no event later than twelve (12) months after Customer's acceptance or deemed acceptance of the System.

(iii) In no event will Consultant be responsible for (a) any modifications to any Consultant Materials or Deliverables made by anyone other than Consultant; (b) damages caused by misuse, improper operation, or improper or insufficient maintenance of any Consultant Materials or Deliverables; (c) normal wear and tear; (d) any data loss or corruption or personal information data breach; or (e) any alleged defects in any Consultant Materials or Deliverables that arise from Consultant's compliance with designs or other criteria or requirements provided by or through Customer.

(c) Any claim arising out of or in connection with this Agreement or its subject matter must be filed within twelve (12) months after the Customer's acceptance or deemed acceptance of the System or be permanently barred.

12.3 Additional Customer Representations and Warranties. Customer represents, warrants, and covenants to Consultant that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Consultant and used in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights of any third party or violate any applicable Law.

12.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 12.1 AND SECTION 12.2, THE SYSTEM AND ALL SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS" AND CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CONSULTANT MAKES NO WARRANTY OF ANY KIND THAT THE SYSTEM OR ANY OTHER WORK PRODUCT, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES (EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

13. Insurance. At all times during the Term of the Agreement, Consultant shall procure and maintain insurance of the following policy limits:

Workers Compensation: Statutory Limits

Excess Umbrella Liability: \$5,000,000 per claim and aggregate

General Liability: \$1,000,000 per claim
\$2,000,000 aggregate

Professional Liability: \$5,000,000 per claim
\$5,000,000 aggregate



Automobile Liability: \$1,000,000 combined single limit

14. Limitations of Liability.

14.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL CONSULTANT OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE; (b) USE, QUALITY, OR PERFORMANCE OF THE SYSTEM, SYSTEM COMPONENTS, OR OTHER DELIVERABLES OTHER THAN AS EXPRESSLY SPECIFIED IN THE SPECIFICATIONS, DOCUMENTATION, OR THIS AGREEMENT, INCLUDING ANY INABILITY TO USE OR NON-PERFORMANCE OF THE SYSTEM, IN WHOLE OR IN PART; OR (c) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF CONSULTANT AND ITS LICENSORS, SUBCONTRACTORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE FOLLOWING (WHICHEVER IS GREATER): (A) THE AMOUNT PAID BY CUSTOMER TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR, (B) IF THE COLLECTIVE AGGREGATE LIABILITY IS INSURED IN WHOLE OR IN PART, THE AGGREGATE AMOUNT RECOVERED BY CONSULTANT FROM ANY INSURERS OF THE LIABILITY. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.3 Customer acknowledges and agrees that the parties entered into the Agreement in reliance upon the limitations of liability set forth in Section 14, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

15. Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any portion of this Agreement, (except for any confidentiality or payment obligations), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, lightning, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) calendar days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt notice to the other party, stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16. Miscellaneous.

16.1 Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

16.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.



16.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 16.3):

If to Consultant: Concentric Integration, LLC
8678 Ridgefield Rd.
Crystal Lake, IL 60012
Attn: Mike Klein
Facsimile: (815) 455-0450
E-mail: mklein@goconcentric.com

If to Customer: At the addresses and to the attention as specified in the Signed Acceptance Document.

Notices sent in accordance with this Section 16.3 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

16.4 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any exhibits, attachments, and riders referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

16.5 Entire Agreement; Amendment and Modification; Waiver. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege

16.6 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Consultant's prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 16.6 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

16.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

16.8 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Upon such determination that any provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of



the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.9 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Agreement or its subject matter shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in or having jurisdiction over McHenry County, Illinois, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

~~**16.10 Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.~~

16.11 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Sections 8, 9, or 10, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party shall not be required to submit itself to the Dispute Resolution process set forth in Section 11.5 and will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

16.12 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Public Works

DATE: 5/30/2023

MEMO: 2023-57

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing the Execution of a Payment to the Macon County Highway Department for the Relocation of Water Mains on South Franklin Street (County Highway 61).

SUMMARY RECOMMENDATION:

Staff recommends approving the attached resolution authorizing the execution of a payment to the Macon County Highway for the relocation of city water mains along South Franklin Street (County Highway 61) for a cost of \$28,524.66.

BACKGROUND:

The Macon County Highway Department (MCHD) is currently constructing a storm sewer to improve drainage adjacent to a section of Franklin Street on the south edge of City limits, see attached location map. The current storm drainage is a large ditch with road and driveway culverts. The existing drainage system will be replaced with a storm sewer which will improve drainage and maintenance for the adjoining property owners.

The City's water main was found to be in conflict with the new storm sewer on Devonshire Rd, Oxford Dr, and Hillshire Rd., requiring the water main to be adjusted below the storm sewer. It was anticipated that the storm sewer will be able to be installed without relocation of the water main. It is typical that the utility owner relocates their utilities for this kind of ROW improvement. To prevent additional downtime costs and delays to the project, the MCHD's contractor relocated the water main by force account. The cost of approx. \$9,500 for each location, for a total of \$28,524.66, is reasonable for the work required.

PRIOR COUNCIL ACTION: No prior Council actions.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES: Macon County Highway Department

STAFF REFERENCE: The Acting Public Works Director, Paul Caswell, City Engineer will attend the City Council meeting to answer any questions from the Council on this item.

BUDGET/TIME IMPLICATIONS:

Funding for the expenditure is available in the Water Fund Non-Lake Capital Fund at \$28,524.66.

ATTACHMENTS:

Description	Type
Resolution Authorizing the Execution of a Payment to the Macon County Highway Department for the Relocation of Water Mains on South Franklin Street (County Highway 61)	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A PAYMENT TO THE
MACON COUNTY HIGHWAY DEPARTMENT FOR THE RELOCATION OF
WATER MAINS ON SOUTH FRANKLIN STREET (COUNTY HIGHWAY 61)**

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

Section 1. That the invoice of \$28,524.66 from Macon County Highway Department presented herewith as Exhibit A and made a part hereof be, and it is hereby, received and placed on file.

Section 2. That the expenditure is in the best interest of the City.

Section 3. That the Purchasing Supervisor be, and she is hereby authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Macon County Highway Department, for the water main relocation, in the amount of \$28,524.66.

PRESENTED and ADOPTED this 5th day of June 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

INVOICE



Macon County Highway Department

2405 North Woodford St., Decatur, IL 62526

(217) 424-1404 FAX (217) 424-2516

www.co.macon.il.us/highway.php

Date	Invoice #
05/30/23	1

Bill To:

City of Decatur
Attn: Karl Ziemer (Water Dept.)
1 Gary K. Anderson Plaza
Decatur, IL 62523

Terms	Subject
Due on Receipt	Water Mains

Description	Quantity	Rate	Amount
CH 61 - Franklin Street Lowered Water Mains			\$ 28,524.66
<i>Thank you for your business.</i>		Total Due	\$ 28,524.66

ENTLER EXCAVATING CO., INC.
819 N. SUNNYSIDE ROAD
DECATUR, ILLINOIS 62522
 Ph.# 217-428-1865 FAX # 428-1895

Job Name: CH - 61 Franklin St. / Sec# 22-00317-00-DR

Description of Work: Lowering water line for clearance for new storm sewer going in. Saw Cutting

	1/4/2023		Total Hours	D.I.	Rate	Insurance Amount	Payroll Amount	Earnings to Date	Payroll Amount Eligible for Unemployment Tax	
	S.I.	O.I.							F.U.I.	S.U.I.
Stuart Entler	1	0	1	0	\$46.71	\$46.71	\$46.71	\$3,736.80	\$46.71	\$46.71
Cortera Mabon	2.5	0	2.5	0	\$29.69	\$74.23	\$74.23	\$534.42	\$74.23	\$74.23
Subtotals Labor	0	0	0	0	\$0.00	\$0.00	\$0.00		\$0.00	\$93.76
Operator Pension & Welfare	1		1		\$28.55	\$120.94	\$120.94		\$120.94	\$214.70
Laborers Pension & Welfare	2.5		2.5		\$30.81		\$28.55			
Subtotals Labor							\$77.03			
Plus 35% of							\$226.51			
Subtotals, Labor							\$79.28			
Plus: Workmen's comp. Ins. 13.0 % of							\$305.79			
Public Liability and Property Ins 7% of					\$15.72					
Federal Unemployment Tax 0.6% of					\$8.47					
State Unemployment Tax 7.625% of					\$0.73					
Federal Social Security Tax 6.2% of					\$16.37					
Total Payroll Additives					\$7.50					
Plus 10% of					\$48.78					
					\$4.88					
							\$53.66			
							\$359.45			

Total Labor

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Karen Johnson
 Entler Excavating Co., Inc.

Entler Excavating Co., Inc.
819 N. Sunnyside Rd. Decatur, IL 62522

<u>Equipment Expense</u>	<u>1/4/2023</u>	<u>Total Hours</u>	<u>Rate</u>	<u>Amount</u>
Dodge 1500 Pickup	2.5	2.5	\$0.00	\$0.00
			\$20.52	\$51.30
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Total Equipment				\$51.30
<u>Rented Equipment</u>	<u>1/4/2023</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
Sub-total rented equip.			\$0.00	\$0.00
Plus 5%			\$0.00	\$0.00
Total Rented Equip.				\$0.00
<u>Material Used</u>	<u>1/4/2023</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Subtotal, material				\$0.00
Plus 15% material				\$0.00
Total Materials				\$0.00
<u>Sub-Contractors</u>	<u>1/4/2023</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Sub-total sub-contractor				\$0.00
Plus 5%				\$0.00
Total Sub-Contr.				\$0.00

This is to certify that the material entered on this force account bill which was taken from stock is shown at our cost.

AFFIDAVIT

BY Entler Excavating Co., Inc.

Labor	\$359.45
Equipment	\$51.30
Rented Equip	\$0.00
Material	\$0.00
Sub-Contractor	\$0.00
Total	\$410.75
Bond 0.75%	\$3.08
Plus 10% of Bond	\$0.31
Total Bill	\$414.14

By *Blk D*
Resident

Entler Excavating Co., Inc.
819 N. Sunnyside Rd. Decatur, IL. 62522

Equipment Expense	1/5/2023	Total Hours	Rate	Amount
Komatsu PC-38 MR	8	8	\$59.71	\$477.68
Kubota SVL95-2S	1	1	\$47.81	\$47.81
Tandem - Kenworth	8	8	\$52.20	\$417.60
Dodge 1500 Pickup	8	8	\$20.52	\$164.16
Total Equipment			\$0.00	\$0.00
				\$1,107.25
Rented Equipment	1/5/2023	Quantity	Rate	Amount
Sub-total rented equip.			\$0.00	\$0.00
Plus 5%			\$0.00	\$0.00
Total Rented Equip.				\$0.00
Material Used	1/5/2023	Quantity	Rate	Amount
CA-6 2 loads	47.17	47.17	\$21.00	\$990.57
Watermain Pipe 6"	20 LF	20	\$34.41	\$688.20
45 Degree Connector	4	4	\$148.00	\$592.00
Plastic Pipe Wrap	25 ft	25	\$19.90	\$497.50
Grip Ring Packs	10	10	\$70.00	\$700.00
Straight Coupling	1	1	\$155.00	\$155.00
Subtotal material				\$3,623.27
Plus 15% material				\$543.49
Total Materials				\$4,166.76
Sub-Contractors	1/5/2023	Quantity	Rate	Amount
Sub-total sub-contractor			\$0.00	\$0.00
Plus 5%			\$0.00	\$0.00
Total Sub-Contr.			\$0.00	\$0.00

ENTLER EXCAVATING CO., INC.
819 N. SUNNYSIDE ROAD
DECATUR, ILLINOIS 62522
 PH.# 217-428-1865 FAX # 428-1895

Job Name: CH - 61 Franklin St. / Sec# 22-00317-00-DR

Description of Work: Lowering water line for clearance for new storm sewer going in. Oxford Rd.

	1/15/2023		Total Hours		D.I.	Rate	Insurance Amount	Payroll Amount	Earnings to Date	Payroll Amount Eligible for Unemployment Tax	
	S.I.	O.I.	S.I.	O.I.						F.U.I.	S.U.I.
Stuart Entler	8	0	8	0	0	\$46.71	\$373.68	\$373.68	\$3,736.80	\$373.68	\$373.68
Cordera Mabon	8	0	8	0	0	\$29.89	\$237.52	\$237.52	\$634.42	\$237.52	\$237.52
Russ Ealey	6	0	6	0	0	\$31.26	\$187.50	\$187.50	\$2,500.00	\$187.50	\$187.50
Brock Entler	8	0	8	0	0	\$46.71	\$373.68	\$373.68	\$3,736.80	\$373.68	\$373.68
Subtotals Labor							\$798.70	\$798.70		\$1,172.38	\$1,172.38
Operator Pension & Welfare	16		16			\$28.55		\$456.80			
Laborers Pension & Welfare	14		14			\$30.81		\$431.34			
Subtotals Labor								\$1,686.84			
Plus 35% of								\$590.39			
Subtotals Labor								\$2,277.23			
Plus: Workmen's comp. Ins. 13.0 % of						\$103.83					
Public Liability and Property Ins. 7% of						\$65.91					
Federal Unemployment Tax 0.6% of						\$7.03					
State Unemployment Tax 7.625% of						\$89.39					
Federal Social Security Tax 6.2% of						\$49.52					
Total Payroll Additives						\$305.69					
Plus 10% of						\$30.57					
Total Labor								\$336.26			
								\$2,613.49			

Total Labor
 I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Karen Johnson
 Entler Excavating Co., Inc.

This is to certify that the material entered on this force account bill which was taken from stock is shown at our cost.

AFFIDAVIT

BY Kuentz
Entler Excavating Co., Inc.

Labor	\$2,613.49
Equipment	\$1,107.25
Rented Equip	\$0.00
Material	\$4,166.76
Sub-Contractor	\$0.00
Total	\$7,887.50
Bond 0.75%	\$59.16
Plus 10% of Bond	\$5.92
Total Bill	\$7,952.57

By Mike P...
Resident

ENTLER EXCAVATING CO., INC.
819 N. SUNNYSIDE ROAD
DECATUR, ILLINOIS 62522
 Ph.# 217-428-1865 FAX # 428-1895

Job Name: CH - 61 Franklin St. / Sec# 22-00317-00-DR

Description of Work: Lowering water line for clearance for new storm sewer going in. Sawcutting

	1/6/2023	Total Hours		Rate	Insurance Amount	Payroll Amount	Earnings to Date	Payroll Amount Eligible	
		S.I.	O.I.					F.U.I.	S.U.I.
Stuart Entler	0	0	0	\$46.71	\$0.00	\$0.00		\$0.00	\$0.00
Cordera Mabon	2	2	0	\$29.69	\$59.38	\$59.38	\$594.42	\$59.38	\$59.38
Russ Ealey	0	0	0	\$31.25	\$0.00	\$0.00		\$0.00	\$93.76
Brock Entler	0	0	0	\$46.71	\$0.00	\$0.00		\$0.00	\$0.00
Subtotals Labor		0	0		\$59.38	\$59.38		\$59.38	\$153.14
Operator Pension & Welfare		0		\$28.55		\$0.00			
Laborers Pension & Welfare		2		\$30.81		\$61.62			
Subtotals Labor						\$121.00			
Plus 35% of	\$121.00					\$42.35			
Subtotals Labor						\$163.35			
Plus Workmen's comp. Ins. 13.0 % of		\$59.38		\$7.72					
Public Liability and Property Ins 7% of		\$59.38		\$4.16					
Federal Unemployment Tax 0.6% of		\$59.38		\$0.36					
State Unemployment Tax 7.625% of		\$153.14		\$11.98					
Federal Social Security Tax 6.2% of		\$59.38		\$3.68					
Total Payroll Additives				\$27.59					
Plus 10% of				\$2.76					
Total Labor						\$30.35			
						\$193.70			

Total Labor
 I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Karen Schuman
 Entler Excavating Co., Inc.

Entler Excavating Co., Inc.
819 N. Sunnyside Rd. Decatur, IL 62522

<u>Equipment Expense</u>	<u>1/6/2023</u>	<u>Total Hours</u>	<u>Rate</u>	<u>Amount</u>
Dodge 1500 Pickup	2	2	\$0.00 \$20.52 \$0.00 \$0.00 \$0.00	\$0.00 \$41.04 \$0.00 \$0.00 \$0.00
Total Equipment				\$41.04
<u>Rented Equipment</u>	<u>1/6/2023</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
Sub-total rented equip. Plus 5%			\$0.00 \$0.00	\$0.00 \$0.00
Total Rented Equip.				\$0.00
<u>Material Used</u>	<u>1/6/2023</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
Subtotal material Plus 15% material			\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Total Materials				\$0.00
<u>Sub-Contractors</u>	<u>1/6/2023</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
Sub-total sub-contractor Plus 5%			\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00
Total Sub-Contr.				\$0.00

AFFIDAVIT

This is to certify that the material entered on this force account bill which was taken from stock is shown at our cost.

BY Entler Excavating Co., Inc.

Labor	\$193.70
Equipment	\$41.04
Rented Equip	\$0.00
Material	\$0.00
Sub-Contractor	\$0.00
Total	\$234.74
Bond 0.75%	\$1.78
Plus 10% of Bond	\$0.18
Total Bill	\$236.68

By *Phile Davis*
Resident

ENTLER EXCAVATING CO., INC.
819 N. SUNNYSIDE ROAD
DECATUR, ILLINOIS 62522
 PH.# 217-428-1885 FAX # 428-1885

Job Name: CH - 61 Franklin St / Sec# 22-00317-00-DR

Description of Work: Lowering water line for clearance for new storm sewer going in. Hillshire Rd.

	1/9/2023		Total Hours		D.I.	Rate	Insurance Amount	Payroll Amount	Earnings to Date	Payroll Amount Eligible for Unemployment Tax	
	S.I.	O.I.	S.I.	O.I.						F.U.I.	S.U.I.
Stuart Entler	8	0	8	0	0	\$46.71	\$373.68	\$373.68	\$5,605.20	\$373.68	\$373.68
Cordera Mabon	8	0	8	0	0	\$29.69	\$237.52	\$237.52	\$1,009.46	\$237.52	\$237.52
Russ Ealey	8	0	8	0	0	\$31.25	\$250.00	\$250.00	\$3,750.00	\$250.00	\$250.00
Brock Entler	8	0	8	0	0	\$46.71	\$373.68	\$373.68	\$5,605.20	\$373.68	\$373.68
Subtotals Labor							\$861.20	\$861.20		\$1,234.88	\$1,234.88
Operator Pension & Welfare	16		16			\$28.55		\$456.80			
Laborers Pension & Welfare	16		16			\$30.81		\$492.96			
Subtotals Labor								\$1,810.96			
Plus 35% of								\$633.84			
Subtotals Labor								\$2,444.80			
Plus: Workmen's comp. Ins. 13.0 % of						\$111.96					
Public Liability and Property Ins 7% of						\$60.28					
Federal Unemployment Tax 0.6% of						\$7.41					
State Unemployment Tax 7.625% of						\$94.16					
Federal Social Security Tax 6.2% of						\$53.39					
Total Payroll Additives						\$327.20					
Plus 10% of						\$32.72					
Total Labor								\$359.92			
								\$2,804.72			

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Karen Kohnen
 Entler Excavating Co., Inc.

Entler Excavating Co., Inc.
819 N. Sunnyside Rd. Decatur, IL 62522

<u>Equipment Expense</u>			
Komatsu PC-88 MR	<u>1/9/2023</u>	<u>Total Hours</u>	<u>Rate</u>
	8	8	\$59.71
Kubota SVL95 2S	4	4	\$47.81
Tandem Kenworth	8	8	\$52.20
Dodge 1500 Pickup	8	8	\$20.52
			\$0.00
Total Equipment			\$1,250.68
<u>Rented Equipment</u>			
	<u>1/9/2023</u>	<u>Quantity</u>	<u>Rate</u>
Sub-total rented equip.			\$0.00
Plus 5%			\$0.00
Total Rented Equip.			\$0.00
<u>Material Used</u>			
CA-6 2 loads	<u>1/9/2023</u>	<u>Quantity</u>	<u>Rate</u>
Watermain Pipe 6"	46.88 tons	46.88	\$984.48
45 Degree Connectors	25 LF	25	\$860.25
Grip Ring Packs	4	4	\$592.00
Straight Couplings	12	12	\$840.00
Plastic Pipe Wrap	2	2	\$310.00
Subtotal material	30 FT	30	\$597.00
Plus 15% material			\$4,183.73
Total Materials			\$627.56
			\$4,811.29
<u>Sub-Contractors</u>			
	<u>1/9/2023</u>	<u>Quantity</u>	<u>Rate</u>
Sub-total sub-contractor			\$0.00
Plus 5%			\$0.00
Total Sub-Contr.			\$0.00

This is to certify that the material entered on this force account bill which was taken from stock is shown at our cost.

AFFIDAVIT

BY *K. K. K. K. K.*
Entler Excavating Co., Inc.

Labor	\$2,804.72
Equipment	\$1,250.68
Rented Equip	\$0.00
Material	\$4,811.29
Sub-Contractor	\$0.00
Total	\$8,866.69
Bond 0.75%	\$66.50
Plus 10% of Bond	\$6.65
Total Bill	\$8,939.84

By *Mike Dang*
Resident

ENTLER EXCAVATING CO., INC.
819 N. SUNNYSIDE ROAD
DECATUR, ILLINOIS 62522
 Ph.# 217-428-1865 FAX # 428-1895

Job Name: CH - 61 Franklin St. / Sec# 22-00317-00-DR

Description of Work: Lowering water line for clearance for new storm sewer going in. Devonshire

	1/11/2023	Total Hours		D.I.	Rate	Insurance Amount	Payroll Amount	Earnings to Date	Payroll Amount Eligible for Unemployment Tax	
		S.T.	O.T.						F.U.I.	S.U.I.
Stuart Entler	8	8	0	0	\$46.71	\$373.68	\$373.68	\$5,605.20	\$373.68	\$373.68
Cordera Mabon	8	8	0	0	\$29.69	\$237.52	\$237.52	\$1,009.46	\$237.52	\$237.52
Russ Ealey	8	8	0	0	\$31.25	\$250.00	\$250.00	\$3,750.00	\$250.00	\$250.00
Brook Entler	8	8	0	0	\$46.71	\$373.68	\$373.68	\$5,605.20	\$373.68	\$373.68
Subtotals Labor						\$861.20	\$861.20		\$1,234.88	\$1,234.88
Operator Pension & Welfare		16			\$28.55		\$456.80			
Labors Pension & Welfare		16			\$30.81		\$492.96			
Subtotals Labor							\$1,810.96			
Plus 35% of Subtotals Labor							\$633.84			
Subtotals Labor							\$2,444.80			
Plus: Workmen's comp. Ins. 13.0 % of Public Liability and Property Ins 7% of Federal Unemployment Tax 0.6% of State Unemployment Tax 7.525% of Federal Social Security Tax 6.2% of Total Payroll Additives					\$111.96					
Plus 10% of Total Labor					\$60.28					
					\$7.41					
					\$94.16					
					\$53.39					
					\$327.20					
					\$32.72					
							\$359.92			
							\$2,804.72			

Total Labor
 I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Karen Korman
 Entler Excavating Co., Inc.

Entler Excavating Co., Inc.
819 N. Sunnyside Rd. Decatur, IL. 62522

<u>Equipment Expense</u>	<u>1/1/2023</u>	<u>Total Hours</u>	<u>Rate</u>	<u>Amount</u>
Komatsu PC-88 MR	8	8	\$59.71	\$477.68
Kubota SVL95 2S	4	4	\$47.81	\$191.24
Tandem Kenworth	8	8	\$52.20	\$417.60
Dodge 1500 Pickup	8	8	\$20.52	\$164.16
Semi / Lowboy	2	2	\$94.56	\$189.12
Total Equipment				\$1,439.80

Rented Equipment

<u>1/1/2023</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
		\$0.00	\$0.00
		\$0.00	\$0.00

Sub-total rented equip.
Plus 5%
Total Rented Equip.

\$0.00
\$0.00
\$0.00

<u>Material Used</u>	<u>1/1/2023</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
Watermain Pipe 6"	25 LF	25	\$34.41	\$860.25
45 Degree Connectors	4	4	\$148.00	\$592.00
Straight Couplers	2	2	\$155.00	\$310.00
Grip Ring Packs	12	12	\$70.00	\$840.00
Plastic Pipe Wrap	30 FT	30	\$0.00	\$0.00
CA-6 2 loads	46.85 tons	46.85	\$21.00	\$983.85
Subtotal, material				
Plus 15% material				
Total Materials				

\$3,586.40
- \$537.92
\$4,124.32

Sub-Contractors

<u>1/1/2023</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

Sub-total sub-contractor
Plus 5%
Total Sub-Contr.

\$0.00
\$0.00
\$0.00

This is to certify that the material entered on this force account bill which was taken from stock is shown at our cost.

AFFIDAVIT

BY Karen Rohman
Entler Excavating Co., Inc.

Labor	\$2,804.72
Equipment	\$1,439.80
Rented Equip	\$0.00
Material	\$4,124.02
Sub-Contractor	\$0.00
Total	\$8,368.54
Bond 0.75%	\$62.76
Plus 10% of Bond	\$6.28
Total Bill	\$8,437.58

4810.57
9057.77
67.91
-6.79

9189791001

By [Signature]
Resident

668 33

South Franklin Street Water Main Relocation Location Map



Public Works

DATE: 5/30/2023

MEMO: 2023-51

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Jessica Coleman, Purchasing Supervisor

SUBJECT: Resolution Accepting Altorfer, Inc for the Sourcewell Contract Purchase of One (1) 2023 CAT 420-07 Backhoe Loader.

SUMMARY RECOMMENDATION: Staff recommends awarding a sourcewell contract in the amount of \$130,426.00 to Altorfer, Inc to furnish one (1) 2023 CAT 420-07 Backhoe Loader.

BACKGROUND:

The Public Works, Water Distribution Department has requested one (1) new Backhoe Loader and is replacing one (1) Backhoe Loader.

The unit being traded in is a 2009 John Deere 310SJ. It was selected to trade-in due to the age and condition. The normal life expectancy is twelve (12) years. Unit 144 has 6,004 hours.

The replacement vehicle is estimated to be delivered in 90-120 days.

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

DISPOSAL OF REPLACED UNIT: The old unit is to be traded-in to Altorfer, Inc.

PRIOR COUNCIL ACTION: None.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Fleet Maintenance wrote the bid specifications based on Water Distribution requirements.

STAFF REFERENCE: The Acting Public Works Director, and/or Chris Bergschneider, Fleet Supervisor will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: Funding for the expenditure is available in the FY2023 Budget.

ATTACHMENTS:

Description	Type
Resolution Accepting Altorfer, Inc for the Sourcewell Contract Purchase of One (1) 2023 CAT 420-07 Backhoe Loader.	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING ALTORFER, INC FOR THE SOURCEWELL
CONTRACT PURCHASE OF ONE (1) 2023 CAT 420-07 BACKHOE LOADER.**

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

Section 1. That the Sourcewell Bid to Altorfer, Inc quote received for one (1) 2023 CAT 420-07 Backhoe Loader, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Altorfer, Inc., in the amount of \$130,426.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Altorfer, Inc, for their quote price of \$130,426.00.

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

PRESENTED and ADOPTED this 5th day of June 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

ALTORFER



May 9th, 2023

City of Decatur
2600 North Jasper Street
Decatur, IL 62526-4703



We are pleased to provide the following proposal for your review:

One (1) New CAT® 420-07 Backhoe Loader

Includes the following standard equipment and options:

Sound Suppressed, ROPS/FOPS Cab
Air Conditioner & Heater/ Defroster
CAT Comfort Air Suspension, Cloth Seat
Front & Rear Window Wipers/ Washers
Four Halogen Head Lights, Four Rear Flood Lights
Hazard Flashers, Turn Signals, Stop & Tail Lights
Front Tires: 340 80-18
Rear Tires: 500 70-24
Single Tilt Loader
Return-To-Dig and Self-Leveling Controls
Single Stick Loader Control
Pin-On Front Bucket (no coupler)
Multi-Purpose Loader Hydraulics

CAT C3.6 ACERT™ Tier 4f Engine
4WD Powershift Transmission
120V Engine Heater
Two, Maintenance Free 850 CCA Batteries
Flip-Over Stabilizer Pads
Six-Function Backhoe Hydraulics
Extendible-Stick (E-Stick)
1,015 lbs. Counterweight
CAT Product Link Cellular
AM/FM Radio
Dual Mechanical Hoe Controls
Rear Coupler w/ Dual Lock
Cold Weather Package

+ Wain-Roy 24" 7.6 ft³ JAW Bucket w/ 4 Tips
+ Coneqtec Side Mount Aux. Hydraulic Kit & Install

+ CAT 1.3 yd³ Multi-Purpose Loader Bucket

Equipment Protection Plan (EPP):

Includes 12-Months Premier plus additional 36mo / 2,000hrs Powertrain + Hydraulics + Tech EPP.

Availability:

Two machines being built now, with an approximate delivery of September 2023, pending prior sales.
Should those two machines sell prior to City of Decatur's decision, additional machines arrive Q4 of 2023

EXHIBIT A



BACKHOE WITH JAW BUCKET - WITHOUT TRADE-IN:

Sourcewell Member Pricing:	\$161,467	
Salesman's Additional Discounting:	\$ -7,541	
Altorfer CAT's Special Pricing:	\$153,926	without trade-in

BACKHOE WITH JAW BUCKET - WITH TRADE-IN:

Altorfer CAT's Special Pricing:	\$153,926	
2009 Deere 310SJ Trade-In:	\$ -23,500	(2009 Deere 310SJ T0310TJ176820 @ 6,000hrs)
Altorfer CAT's Special Pricing after trade:	\$130,426	with trade-in applied.

Public Works

DATE: 5/30/2023

MEMO: 2023-53

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Jessica Coleman, Purchasing Supervisor

SUBJECT:
Resolution Accepting Garner-Hoadley Auto Body for the repair of One (1) 2020 Ford Police Interceptor Utility Vehicle, Unit 802.

SUMMARY RECOMMENDATION: Staff recommends awarding the auto body repair estimate in the amount of \$26,669.39 to Garner-Hoadley Auto Body to repair one (1) 2020 Ford Police Interceptor Utility Vehicle, Unit 802.

BACKGROUND:

The Fleet Maintenance Department has requested the repair of one (1) 2020 Ford Police Interceptor Utility Vehicle, Unit 802. This repair was NOT anticipated in the current city budget, because this vehicle was severely damaged, but not to the extent that staff believed it should be totaled and replaced.

The repair of the vehicle is estimated to be completed in 60-90 days.

The cost benefit of repair instead of replacement of this vehicle is as follows.

A new police vehicle would cost approximately \$60,000 versus less than half that to repair. This Unit (#802) has only approximately 40,000 miles. The typical lifecycle is to replace similar police vehicles is at least 100,000 miles. The lead time on a new vehicles is approximately six to nine months.

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

PRIOR COUNCIL ACTION: None.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Fleet Maintenance was given two estimates by Garner-Hoadley Auto Body and Newell's Auto Body, Inc. After inspection of the 2020 Ford Police

Interceptor Utility Vehicle, Unit 802, Fleet Supervisor, Chris Bergschneider, believes the Garner-Hoadley Auto Body estimate to be more accurate.

STAFF REFERENCE: The Acting Public Works Director, and/or Chris Bergschneider, Fleet Supervisor will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: Funding for the expenditure is available in the FY2023 Budget, but was not specifically anticipated in the department's line item detail.

ATTACHMENTS:

Description	Type
Resolution Accepting Garner-Hoadley Auto Body for the Repair of One (1) 2020 Ford Police Interceptor Utility Vehicle, Unit 802	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING GARNER-HOADLEY AUTO BODY FOR THE REPAIR
OF ONE (1) 2020 FORD POLICE INTERCEPTOR UTILITY VEHICLE, UNIT 802.**

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

Section 1. That the Resolution Accepting Garner-Hoadley Auto Body for the repair of One (1) 2020 Ford Police Interceptor Utility Vehicle, Unit 802, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Garner-Hoadley Auto Body, in the amount of \$26,669.39, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Garner-Hoadley Auto Body, for their quote price of \$26,669.39.

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

PRESENTED and ADOPTED this 5th day of June 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

DO NOT REMOVE THIS FROM BODY SHOP

REG #14146

5/17 Not converted to AD.

GARNER-HOADLEY AUTO BODY
260 SOUTH ROUTE 51, P.O. BOX 140, FORSYTH,
IL 62535
Phone: (217) 877-1656
FAX: (217) 877-1673

Workfile ID: 35d7bbbb
PartsShare: 7kpdKX
Federal ID: 27-0752237
License Number: 9514

Preliminary Estimate

Customer: City of Decatur

Job Number:

Written By: Stacey Hoadley

* Council on 6/5

Insured: City of Decatur
Type of Loss:
Point of Impact: 12 Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
City of Decatur

Inspection Location:
GARNER-HOADLEY AUTO BODY
260 SOUTH ROUTE 51
P.O. BOX 140
FORSYTH, IL 62535
Repair Facility
(217) 877-1656 Business

Insurance Company:

VEHICLE

2020 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Black

VIN: 1FM5K8AB2LGC13926
License: 20006
State: IL

Interior Color:
Exterior Color: Black
Production Date: 7/2020

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera

RADIO

AM Radio

FM Radio

Stereo
Search/Seek
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

Xenon or L.E.D. Headlamps

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
California Emissions

TRUCK

Trailer Hitch

EXHIBIT A

5/3/2023 9:27:54 AM

429864

Page 1

Chris inspected & talked to Jessica. More accurate estimate.
Page 158 of 291

Preliminary Estimate

Customer: City of Decatur

Job Number:

2020 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H front bumper				4.5	
3	Repl	Bumper cover w/o auto park	LB5Z17D957SAPTM	1	508.42	Incl.	2.4
4		Add for Clear Coat					1.0
5		Add for fog lamps				0.4	
6	Repl	Lower cover INTERCEPTOR	LB5Z17D957AB	1	306.05	Incl.	
7	Repl	RT Bracket	LB5Z17C947A	1	35.38	Incl.	
8	Repl	LT Bracket	LB5Z17C947B	1	36.32	Incl.	
9	Repl	License bracket w/o deluxe holder INTERCEPTOR	LB5Z17A385AA	1	43.90	0.2	
10	Repl	Impact bar (ALU)	L1MZ17757A	1	610.30	0.6	
11	Repl	Lower deflector	L1MZ8310F	1	110.05	Incl.	
12	Repl	Temp sensor	AU5Z12A647B	1	27.45 m	0.1 M	
13	Repl	Wire harness w/o auto park w/o fog lamps	M1MZ15K867F	1	134.33	Incl.	
14		GRILLE					
15	Repl	Grille INTERCEPTOR	LB5Z8200FC	1	573.53	Incl.	
16	Repl	Emblem w/INTERCEPTOR	GJ5Z8213C	1	51.28	Incl.	
17		FRONT LAMPS					
18	Repl	RT Headlamp assy w/o adaptive headlamps level 2 headlamps	MB5Z13008U	1	1,666.67	0.5	
19		Aim headlamps				0.5	
20	Repl	LT Headlamp assy w/o adaptive headlamps level 2 headlamps	MB5Z13008V	1	1,666.67	0.5	
21	Repl	RT Fog lamp assy to 03/13/2022	LB5Z15200C	1	191.90	Incl.	
22		Aim fog lamps				0.3	
23	Repl	LT Fog lamp assy to 03/13/2022	LB5Z15201A	1	191.90	Incl.	
24		RADIATOR SUPPORT					
25	Repl	Upper tie bar (MAG)	L1MZ16138A	1	590.77	0.7	1.1
26	Repl	Radiator support w/active shutter	L1MZ16138K	1	972.10	3.5	
27	Repl	Reinforcement	LB5Z8A284A	1	102.05	0.2	
28	Repl	Air deflector w/INTERCEPTOR	LB5Z8312B	1	97.33	0.2	
29	Repl	Lower deflector INTERCEPTOR	LB5Z8327A	1	91.73	Incl.	
30	Repl	Skid plate w/INTERCEPTOR	L1MZ78001A08B	1	516.72	0.1	
31		COOLING					
32	Repl	Radiator	L1MZ8005D	1	361.12 m	2.7 M	
33	Repl	Upper hose	L1MZ8260N	1	79.27 m	0.5 M	
34		Deduct for Overlap				-0.3 M	
35	Repl	Lower hose	L1MZ8286L	1	60.55 m	0.6 M	
36		Deduct for Overlap				-0.3 M	
37	Repl	Water hose assy	L1MZ8286B	1	152.73 m	0.6 M	
38	Repl	RT Side seal	L1MZ8348E	1	68.30		
39	Repl	LT Side seal	L1MZ8348F	1	50.37		

Preliminary Estimate

Customer: City of Decatur

Job Number:

2020 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Black

40	Repl	Fan assy w/o tow pkg.	L1MZ8C607C	1	623.64 m	Incl. M	
41	Repl	Trans cooler	L1MZ7A095B	1	215.00 m	0.9 M	
42	Repl	Inlet tube	L1MZ7R081A	1	190.00 m	0.3 M	
43	Repl	Outlet tube	P1MZ7R081B	1	433.33		
44	AIR CONDITIONER & HEATER						
45	Repl	Condenser	L1MZ19712A	1	398.18 m	Incl. M	
46		AC Service evacuate & recharge			m	1.4 M	
47		AC Service refrigerant recovery			m	0.4 M	
48	Repl	AC line	L1MZ19A834E	1	203.64 m	1.5	
49	HOOD						
50	Repl	Hood (ALU)	LB5Z16612A	1	908.98	1.1	3.0
51		Add for Clear Coat					1.2
52		Add for Underside(Complete)					1.5
53		Add for Clear Coat					0.3
54	Repl	Insulator	LB5Z16738A	1	103.38	Incl.	
55	Repl	Hood bumper outer	CV6Z16758A	1	11.80		
56	Repl	Hood bumper inner	JL7Z16758A	1	12.52		
57	Repl	Front w'strip	LB5Z16B990A	1	47.57	Incl.	
58	Repl	RT Side w'strip	LB5Z16A238A	1	17.75	Incl.	
59	Repl	LT Side w'strip	LB5Z16A238A	1	17.75	Incl.	
60	Repl	RT Hinge	LB5Z16796A	1	79.18	0.3	0.5
61		Overlap Minor Panel					-0.2
62	Repl	LT Hinge	LB5Z16797A	1	78.37	0.3	0.5
63		Overlap Minor Panel					-0.2
64	Repl	Striker	LB5Z16K689A	1	32.18	Incl.	
65	Repl	Support rod	LB5Z16826C	1	29.43	Incl.	
66	Repl	Latch	LB5Z16700B	1	107.30	Incl.	
67	Repl	Lock cable	LB5Z16916D	1	33.47	1.4	
68	Repl	Release cable	LB5Z16916B	1	76.67	1.4	
69	Repl	Handle	LB5Z16B626B	1	34.23		
70	FENDER						
71	*	Rpr RT Fender w/o HEV				3.5	2.0
72		Overlap Major Adj. Panel					-0.4
73		Add for Clear Coat					0.3
74	*	Rpr LT Fender w/o HEV				3.5	2.0
75		Overlap Major Adj. Panel					-0.4
76		Add for Clear Coat					0.3
77	Repl	RT Fender liner	LB5Z16102C	1	125.73	0.4	
78	Repl	LT Fender liner	LB5Z16103C	1	120.97	0.4	
79	R&I	RT Wheel flare to 1/22/21 w/o auto park				0.3	
80	R&I	LT Wheel flare to 1/22/21 w/o auto park				0.3	
81	Repl	RT Lower rail w/o 3.3 liter HEV (UHS)	L1MZ7810008D	1	1,926.87 s	5.8	0.8
82		Overlap Minor Panel					-0.2

Preliminary Estimate

Customer: City of Decatur

Job Number:

2020 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Black

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			19,136.51 ✓
Body Labor	47.6 hrs @	\$ 62.00 /hr	2,951.20 ✓
Paint Labor	20.5 hrs @	\$ 62.00 /hr	1,271.00 ✓
Mechanical Labor	17.5 hrs @	\$ 90.00 /hr	1,575.00 ✓
Frame Labor	7.0 hrs @	\$ 80.00 /hr	560.00 ✓
Paint Supplies	20.5 hrs @	\$ 47.00 /hr	963.50 ✓
Miscellaneous			212.18 ✓
Subtotal			26,669.39
Grand Total			26,669.39

MyPriceLink Estimate ID / Quote ID:

1082775838123892736 / 122851889

ILLINOIS LAW REQUIRES THAT VEHICLE REPAIRERS MUST BE LICENSED IN ACCORDANCE WITH SECTION 5-301 OF THE ILLINOIS VEHICLE CODE.

This estimate has been prepared based on the use of crash parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of these parts rather than the manufacturer of your vehicle.

Legal Department

DATE: 6/1/2023

MEMO:

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

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: Commercial Property Assessed Clean Energy (C-PACE) Program Adoption

SUMMARY RECOMMENDATION: It is recommended that the City Council adopt an ordinance authorizing the city of Decatur's participation in the State of Illinois C-PACE program, and that the city access the resources, services and oversight of the PACE Administrator and financing of the Illinois Finance Authority when and as voluntary requests are made in Decatur for the use of PACE funding.

BACKGROUND:

More than 30 states have some form of PACE program. The Illinois version was first adopted under the term of the previous governor, but saw very limited utilization because local governments had difficulty administering the programs and accessing bond financing to support their economic development projects. Municipalities are and were authorized to issue PACE bonds (and Alternative Revenue Bonds secured by PACE), but usually have difficulty securing favorable enough terms for this economic development tool to see extensive use in Illinois. Recent amendments made to the initial PACE program by the current Governor and General Assembly have modified this program to correct some of these deficiencies.

C-PACE is not a grant program. It allows the developer of commercial property (and especially developers engaged in rehabilitating and remodeling existing commercial buildings) to voluntarily self-assess their own real estate by placing a tax on their own property, paid back from special assessments added to annual tax bills. This special assessment lien and the revenue it produces, along with the collateral provided by the property itself, secure bond financing through the Illinois Finance Authority.

The PACE special assessment stays with the benefiting property even if the ownership changes. PACE proceeds can only be used for energy efficiency projects (insulation; energy efficient doors, window and roofs; energy efficient HVAC systems, solar energy arrays on the building, energy efficient lighting systems, etc.). Eligible energy efficiency project costs financed using PACE cannot exceed 25% of the total development cost. While the C-PACE program can be used on new commercial construction as well as for rehabilitation of existing commercial buildings (but cannot be used on residential developments), it is more likely to be attractive to developers engaged in the rehabilitation of existing commercial buildings. Consequently, the city of Decatur has determined

that companies now pursuing the rehabilitation and modernization of the Barnes-Citizen Building, Prairie Farms (now Tillamook) building and others may be able to use PACE more efficiently than traditional bank financing. The city does not put its own funds into the C-PACE program.

The city and the local Economic Development Corporation use an array of different economic development tools, incentives and inducements to bring new investment and jobs to Decatur. The C-PACE program will be an attractive tool to some development prospects, and may not be attractive to others, based on the nature of each individual development project and the owners' access to other sources of capital. Approval of a Decatur C-PACE ordinance will give the city one more tool in its economic development toolbox to bring more employers to Decatur and make it easier for existing employers to remain and expand locally.

PRIOR COUNCIL ACTION: None; this is a new program.

POTENTIAL OBJECTIONS: Financial institutions have not always been keen on PACE programs because traditional bank-held mortgages sometimes have to compete with PACE liens in the event a project fails or defaults.

STAFF REFERENCE: Scot Wrighton and Wendy Morthland

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance Creating PACE Area and Establishing Illinois Finance Authority Program Administrator and Bond Issuer	Ordinance

MEMO

DATE: June 5, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Creating C-PACE Area and Establishing Illinois Finance Authority as Program Administrator and Bond Issuer

RECOMMENDATION: It is recommended by staff that this item be approved as presented by adding C-PACE as another economic development tool in Decatur.

BACKGROUND: The City of Decatur has multiple economic development tools that can be used to encourage and incentivize economic development and property redevelopment. These include such things as TIF districts, Opportunity Zones, and Enterprise Zone. The adoption of Commercial Property Assessed Clean Energy “C-PACE” program adds one more tool to our local arsenal. This program is essentially a financing program that can achieve lower lending costs due to assessments as collateral for debt.

C-PACE is no cost to the City or other taxing bodies, as it makes financing available to any eligible record owner of eligible property that voluntarily requests the levy of a special assessment to secure the financing or refinancing of a PACE Project. C-PACE financing can be used by owners and developers to finance or refinance eligible improvements affixed to any privately-owned commercial, industrial, non-residential agricultural, or multi-family (of 5 or more units) property or any property owned by a not-for-profit in connection with renovations of existing buildings and new construction, in each case up to 25% of the value of the property. Eligible improvements generally include fixtures, products, systems, equipment, devices, and materials intended for energy efficiency, renewable energy, resiliency, or water use; electric vehicle charging stations are eligible improvements too. C-PACE financing is non-recourse to the record owner and assignable upon transfer of the property. C-PACE financing does not accelerate upon a default (payment or otherwise), permits terms of up to 40 years, and allows financing of up to 100% of all projects and closing costs.

Through the utilization of the Illinois Finance Authority as the PACE Area Administrator, the City benefits from not having to bill or collect assessments, as well as not contributing any additional debt compliance or accounting obligations. The City retains ultimate authority to approve or deny each individual project for PACE within the City.

STAFF REFERENCE: If the City Council have any questions, they may contact City Manager Scot Wrighton or Deputy City Manager Jon Kindseth.

ORDINANCE NO. 2023 _____

**AN ORDINANCE CREATING A PACE AREA AND ESTABLISHING
THE ILLINOIS FINANCE AUTHORITY PROPERTY ASSESSED CLEAN
ENERGY PROGRAM FOR RECORD OWNERS OF PROPERTY THAT,
FROM TIME TO TIME, MAY VOLUNTARILY REQUEST THE
LEVY OF SPECIAL ASSESSMENTS TO SECURE THE FINANCING OR
REFINANCING OF THEIR PACE PROJECTS; AUTHORIZING
PROGRAM ADMINISTRATORS TO ACT THEREUNDER;
DESIGNATING THE ILLINOIS FINANCE AUTHORITY AS THE SOLE
ISSUER OF BONDS AND NOTES; AND
APPROVING RELATED MATTERS**

WHEREAS, City of Decatur, a duly organized and validly existing city under the Constitution and the laws of the State of Illinois (the “Governmental Unit”), is a home rule unit of local government of the State of Illinois, and is authorized pursuant to the Property Assessed Clean Energy Act, 50 ILCS 50/1 *et seq.*, as amended (the “PACE Act”), to create a “PACE area” (as defined in the PACE Act) and establish a “property assessed clean energy program” or “program” (as defined in the PACE Act) to facilitate access to capital used by “record owners” (as defined in the PACE Act) of “property” (as defined in the PACE Act) for the financing or refinancing of “energy projects” (as defined in the PACE Act); and

WHEREAS, the Illinois Finance Authority, a body politic and corporate duly organized and validly existing under and by virtue of the laws of the State of Illinois (the “Authority”), is authorized to issue bonds or notes in accordance with the PACE Act and pursuant to subsection (d) of Section 825-65 of the Illinois Finance Authority Act, 20 ILCS 3501/801-1 *et seq.*, to fund “PACE Projects” (as defined in the Illinois Finance Authority Act, and energy projects, which are known as “PACE Projects” herein), which bonds or notes will be secured, in part, by “assessments” (as defined in the PACE Act) levied on properties benefitted by PACE Projects as voluntarily requested by the record owners pursuant to “assessment contracts” (as defined in the PACE Act); and

WHEREAS, pursuant to Section 10 of the PACE Act, the Governmental Unit may establish a program administered by either one or more than one “program administrator” (as defined in the PACE Act) for a PACE area on behalf of or at the discretion of the Governmental Unit, and under such program, the Governmental Unit, from time to time, may assign such assessment contracts to “permitted assignees” (as defined in the PACE Act), including the Authority, without competitive bidding or the solicitation of requests for proposals or requests for qualifications to fund PACE Projects; and

WHEREAS, in order to lessen the burdens on counties and municipalities throughout Illinois that may desire to create PACE areas and establish property assessed clean energy programs, to attract “capital providers” (as defined in the PACE Act) to purchase bonds or notes issued by the Authority to fund PACE Projects throughout Illinois, and to assist record

owners in the financing or refinancing of PACE Projects throughout Illinois, the Authority, pursuant to its Resolution 2022-0412-GP10, authorized the formation of Illinois C-PACE Open Market Initiative, d/b/a C-PACE Open Market Initiative, an Illinois not-for-profit corporation and component unit of the Authority (the “C-PACE Open Market Initiative”), to administer a nonpartisan, nonpolitical property assessed clean energy program for interested “governmental units” (as defined in the PACE Act) throughout Illinois (the “Illinois Finance Authority PACE Program”) for the benefit of a statewide, open market in which the “governing body” (as defined in the PACE Act) of each governmental unit may create a PACE area and establish the Illinois Finance Authority PACE Program pursuant to the procedures provided in Section 15 of the PACE Act by the adoption of an ordinance or resolution; and

WHEREAS, as further described in the report of the Illinois Finance Authority PACE Program described below and attached hereto, the Authority shall be the sole issuer of any bonds or notes to finance or refinance PACE Projects of record owners that have applied and have been approved for such financing or refinancing under the Illinois Finance Authority PACE Program, and any such bonds or notes purchased by capital providers or any interim financing provided by a “warehouse fund” (as defined in the PACE Act) prior to the issuance of such bonds or notes shall not be general obligations of the State of Illinois or any governmental unit including the Governmental Unit; and

WHEREAS, in consideration of the Governmental Unit’s desire to avoid the need to devote the time and resources necessary to develop and implement a property assessed clean energy program with the features of the Illinois Finance Authority PACE Program and to otherwise be required to issue bonds or notes to finance or refinance PACE Projects and incur the related compliance or accounting obligations, the Governmental Unit now desires to create a PACE area, to establish the Illinois Finance Authority PACE Program as a property assessed clean energy program for such PACE area that shall be administered on behalf of the Governmental Unit at all times by the C-PACE Open Market Initiative, to facilitate access to capital from more than one program administrator, and to benefit from the Authority issuing all bonds and notes to finance or refinance PACE Projects approved under the Illinois Finance Authority PACE Program in a statewide, open market; and

WHEREAS, in furtherance of its participation in such statewide, open market, the Governmental Unit now desires to delegate to the C-PACE Open Market Initiative, among other things, the discretion to consider and approve capital providers or their affiliates as participants in the Illinois Finance Authority PACE Program to act as program administrators on a non-exclusive basis, for their own account and for the account of others of their choosing, to originate financings or refinancings of PACE Projects, to purchase or arrange for the purchases of the related bonds or notes issued by the Authority, to provide or arrange any related interim financing by a warehouse fund prior to the issuance of such bonds or notes, and to provide or arrange for the administration and servicing of such PACE Projects; and

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

Section 1. Incorporation of the Recitals. The Governmental Unit hereby finds that all of the statements contained in the recitals to this Ordinance are true, correct and complete and are hereby incorporated by reference thereto and are made a part hereof.

Section 2. Authorization of More than One Program Administrator.

a. The Governmental Unit hereby authorizes the Illinois C-PACE Open Market Initiative to act as a program administrator (the “PACE Area Administrator”) for the Illinois Finance Authority PACE Program on behalf of the Governmental Unit on the terms and pursuant to the conditions set forth in this Ordinance, including the report of the Illinois Finance Authority PACE Program, as provided herein and therein.

b. The duties of the PACE Area Administrator are to act as a liaison to the Governmental Unit and its residents, taxpayers, and other interested persons as further described in the report of the Illinois Finance Authority PACE Program, to prescribe the terms and conditions whereby the Governmental Unit can facilitate access to capital from more than one program administrator, and to consider and approve capital providers or their affiliates to act as program administrators for one or more PACE Projects (each, a “PACE Project Administrator”) under the Illinois Finance Authority PACE Program at the discretion of the Governmental Unit, which discretion is hereby delegated by the Governmental Unit to the PACE Area Administrator. Each PACE Project Administrator shall be authorized, on a non-exclusive basis, for its own account and for the account of others of its choosing, to originate financings or refinancings of PACE Projects, to purchase or arrange for the purchases of the related bonds or notes issued by the Authority, to provide or arrange any related interim financing by a warehouse fund prior to the issuance of such bonds or notes, and to provide or arrange for the administration and servicing of such PACE Projects.

c. Upon approval by the PACE Area Administrator to act as a program administrator for the Illinois Finance Authority PACE Program, each PACE Project Administrator shall be deemed to have agreed to perform the duties and obligations set forth in this Ordinance, including the duties and obligations set forth in the report of the Illinois Finance Authority PACE Program, as provided herein and therein, and any other duties or obligations necessary, appropriate, or desirable in connection with the Illinois Finance Authority PACE Program as the PACE Area Administrator may prescribe from time to time, as such duties and obligations are allocated among the Governmental Unit, the PACE Area Administrator, and the PACE Project Administrator, in each case, at the PACE Project Administrator’s sole cost and expense.

d. The Illinois Finance Authority PACE Program shall terminate at such time as the Authority ceases to issue bonds or notes to fund PACE Projects, as evidenced by the notice hereinafter provided. The PACE Area Administrator, as a component unit of the Authority, shall use its best efforts to provide at least sixty (60) calendar days prior written notice thereof to the Governmental Unit and provide at least thirty (30) calendar days prior written notice thereof to each PACE Project Administrator. The Governmental Unit may terminate or suspend the Illinois Finance Authority PACE Program at any time, for any reason or no reason, after giving written notice thereof to the PACE Area Administrator at

least sixty (60) calendar days before the termination or suspension is to be effective. Upon receiving such written notice from the Governmental Unit, the PACE Area Administrator shall give written notice thereof to any PACE Project Administrator at least thirty (30) calendar days before the termination or suspension is to be effective. The termination or suspension of the Illinois Finance Authority PACE Program shall not relieve the PACE Area Administrator and any PACE Project Administrator of their respective obligations incurred before such termination or suspension and that are required to be performed thereafter, all of which shall survive.

e. Without limiting the right of the PACE Area Administrator to approve, deny, terminate, or suspend any PACE Project Administrator at its discretion, the Governmental Unit reserves the right to terminate or suspend any PACE Project Administrator at any time, for any reason or no reason, after giving written notice thereof to the PACE Area Administrator at least sixty (60) calendar days before the termination or suspension is to be effective. Upon receiving such written notice from the Governmental Unit, the PACE Area Administrator shall give written notice thereof to the PACE Project Administrator at least thirty (30) calendar days before the termination or suspension is to be effective. The termination or suspension of any PACE Project Administrator shall not relieve such PACE Project Administrator of its obligations incurred before such termination or suspension and that are required to be performed thereafter, all of which shall survive.

Section 3. Designation of Illinois Finance Authority as Sole Issuer of Bonds or Notes; Creation of the PACE Area; Report of the Illinois Finance Authority PACE Program.

a. The Governmental Unit hereby finds that the financing or refinancing of PACE Projects in a statewide, open market is a valid public purpose that furthers essential public and governmental purposes, including, but not limited to, reduced energy costs and greenhouse gas emissions, enhanced water quality and conservation, economic stimulation and development, improved property resiliency and valuation, and increased employment.

b. The Governmental Unit intends to facilitate access to capital from more than one PACE Project Administrator as approved by the PACE Area Administrator and other capital providers or their designated transferees as approved by the Authority to provide funds for PACE Projects, which will be repaid by assessments on the properties benefitted with the agreement of the record owners.

c. The Governmental Unit hereby designates the Authority to be the sole issuer of any bonds or notes under the Illinois Finance Authority PACE Program and hereby authorizes the Authority to assist record owners with any interim financing to be provided by a warehouse fund prior to the issuance of such bonds or notes under the Illinois Finance Authority PACE Program, in each case to fund PACE Projects approved under the Illinois Finance Authority PACE Program. The PACE Area Administrator may act as the PACE Project Administrator for one or more PACE Projects funded by interim financing provided by a warehouse fund established by the Governmental Unit or the Authority, if applicable, under the Illinois Finance Authority PACE Program.

d. The Governmental Unit hereby creates a PACE area for the Illinois Finance Authority PACE Program that shall be coterminous with the entire corporate limits of the Governmental Unit (the “PACE Area”) for the benefit of a statewide, open market.

e. The C-PACE Open Market Initiative has prepared the report of the Illinois Finance Authority PACE Program attached hereto as Exhibit A (as amended, supplemented, or modified from time to time by the PACE Area Administrator, the “Program Report”) in conformity with the PACE Act, setting forth, *inter alia*, the types of PACE Projects that may be financed or refinanced, or interim financed pursuant to this Ordinance. The Program Report is hereby incorporated by reference thereto and made a part hereof. The Governmental Unit hereby approves the Program Report. The Program Report shall be made available for public inspection by the Governmental Unit in a manner deemed prudent in its sole discretion and shall be posted and reasonably made available at all times by the Illinois Finance Authority PACE Program on the following website: www.IFApace.com. The PACE Area Administrator shall provide the Governmental Unit at least thirty (30) calendar days prior written notice of the effective date of any amendment, supplement, or modification of the Program Report.

Section 4. No Public Hearing; Program Established. The Governmental Unit hereby finds that no public hearing shall be required in connection with the adoption or amendment of the Illinois Finance Authority PACE Program and hereby establishes the Illinois Finance Authority PACE Program in accordance with this Ordinance and the Program Report.

Section 5. Assessment Contracts and Assignment Agreements.

a. The Governmental Unit shall impose an assessment only pursuant to the terms of a recorded assessment contract with the record owner of the property to be assessed, the form of which shall be in substantially the form of Appendix A to the Program Report (each, an “Assessment Contract”). The form of Assessment Contract enclosed as Appendix A to the Program Report is hereby approved by the Governmental Unit.

b. The Governmental Unit shall assign Assessment Contracts pursuant to certain assignment agreements with the Authority as collateral for the financing or refinancing, or interim financing, of PACE Projects, the form of which shall be in substantially the form of Appendix B to the Program Report (each, an “Assignment Agreement”). The form of Assignment Agreement enclosed as Appendix B to the Program Report is hereby approved by the Governmental Unit.

c. The City Manager, Deputy City Manager or any person duly appointed by the Governmental Unit to serve in such offices on an interim basis or otherwise authorized to act as provided by an ordinance or resolution of the Governmental Unit, acting singly (each, an “Authorized Officer”), is hereby authorized to execute and deliver Assessment Contracts with record owners meeting the requirements set forth in the PACE Act and the Program Report and execute and deliver related Assignment Agreements with the Authority, in each case with such changes, deletions, and insertions as shall be approved by an Authorized Officer and such other supporting documents and instruments as may be

necessary or appropriate to carry out and comply with the provisions of each Assessment Contract and Assignment Agreement. The execution and delivery of such Assessment Contracts, Assignment Agreements, other contracts, agreements, documents, and instruments shall be conclusive evidence of the approval of the forms, terms and provisions thereof, including, without limitation, any changes, deletions, or insertions to the forms of documents now before the Governmental Unit, by an Authorized Officer executing the same and by the Governmental Unit.

d. Prior to the PACE Area Administrator submitting an Assessment Contract to an Authorized Officer for execution, the applicable PACE Project Administrator shall (i) make the determination that the property to be assessed is entirely within the PACE Area, (ii) have received evidence of all the enumerated items in Section 25(c) of the PACE Act and Section 25(d) of the PACE Act, and (iii) deliver to the PACE Area Administrator a written certification as to the matters set forth in clauses (i) and (ii) and a representation and warranty that such PACE Project Administrator as a program administrator of the Illinois Finance Authority PACE Program is in compliance with its duties and obligations hereunder (the “Compliance Certificate”). The Compliance Certificate shall be in form and substance acceptable to the PACE Area Administrator. The Governmental Unit authorizes and directs the PACE Area Administrator to receive each Compliance Certificate on its behalf from PACE Project Administrators and, upon receipt, to deliver each Compliance Certificate to the Governmental Unit.

e. Without limiting the generality of the first sentence of Section 5(d), if applicable, the Governmental Unit authorizes and directs the applicable PACE Project Administrator to receive on its behalf the copies or other proof of the notices to, and written consents of, any mortgage holders, pursuant to Section 25(d) of the PACE Act, for the record owner to enter into the assessment contract, and to deliver copies thereof to the PACE Area Administrator together with the Compliance Certificate for further delivery to the Governmental Unit.

f. Upon execution and delivery of any Assessment Contract and related Assignment Agreement, and prior to any funding, the applicable PACE Project Administrator shall file or cause to be filed such Assessment Contract and such Assignment Agreement for recording with the Office of the Recorder of Deeds of Macon County.

g. Without limiting the generality of the first sentence of Section 5(d), if applicable, the Governmental Unit authorizes and directs that the applicable PACE Project Administrator receive on its behalf the written confirmation from the record owner, pursuant to Section 25(c)(8) of the PACE Act, that the PACE Project was properly acquired, constructed, installed, or modified and is operating as intended (the “Completion Certificate”), and to deliver a copy thereof to the Governmental Unit, and, if requested, to the PACE Area Administrator. The failure of the PACE Project Administrator to deliver a copy of any Completion Certificate to the Governmental Unit or the PACE Area Administrator shall not be deemed to impair the related Assessment Contract or any funding thereunder.

Section 6. Additional Actions. Each Authorized Officer is hereby authorized without any further approval to:

- a. negotiate, execute, and deliver such other supporting documents as may be necessary or appropriate to implement the Illinois Finance Authority PACE Program; and
- b. ratify amendments, modifications, or supplements to the Program Report from time to time as requested by the PACE Area Administrator to the extent such amendments, modifications, or supplements comply with the parameters and requirements set forth in the PACE Act and this Ordinance.

Section 7. Governmental Unit Fees. In consideration of its execution and delivery of any Assessment Contracts, Assignment Agreements, or other supporting documents as may be necessary or appropriate to implement the Illinois Finance Authority PACE Program, any record owner entering into an Assessment Contract with the Governmental Unit shall pay or cause to be paid a fee of four hundred dollars (\$400) to the Governmental Unit, payable on or before the closing date of any related financing or refinancing, or interim financing, that has been approved under the Illinois Finance Authority PACE Program, unless such fee is otherwise waived by the Governmental Unit on a case-by-case basis. The applicable PACE Project Administrator shall be responsible for collecting and remitting such fee to the Governmental Unit.

Section 8. Reservation of Rights for Other Programs. The Governmental Unit reserves the right to:

- a. Create PACE areas and establish related property assessed clean energy programs other than the PACE Area and the Illinois Finance Authority PACE Program to be administered by other for-profit entities or not-for-profit entities or the Governmental Unit, as determined by the governing body, pursuant to one or more separate ordinances or resolutions to be considered or previously considered and approved or adopted, as the case may be, at one or more meetings of the Governmental Unit; and
- b. Issue "PACE Bonds" (as defined in the PACE Act) to fund PACE Projects pursuant to the rights and powers vested in the Governmental Unit by the PACE Act if such PACE Projects have been approved under any property assessed clean energy program established by the Governmental Unit other than the Illinois Finance Authority PACE Program.

Section 9. Amendments. The Governmental Unit acknowledges the importance of uniformity and consistency of the Illinois Finance Authority PACE Program in a statewide, open market. Therefore, the Governmental Unit agrees to consider in good faith any amendment, supplement, or modification of this Ordinance or the Program Report proposed by the PACE Area Administrator or the Authority and not to make any amendment, supplement, or modification to this Ordinance or the Program Report proposed by the Governmental Unit unless and until approved in writing by the PACE Area Administrator or the Authority, which approvals will not be unreasonably withheld.

Section 10. Enactment. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court

of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of the sections, phrases, and provisions hereof. All ordinances, orders, and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Ordinance shall take effect and be in full force immediately upon its adoption. No provision of the Decatur City Code or violation of any provision of the Illinois Municipal Code shall be deemed to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the security for or payment of the instruments authorized by this Ordinance; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Illinois Municipal Code.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of June 2023.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

EXHIBIT A

Report of the Illinois Finance Authority PACE Program (including Appendix A and B)



C-PACE OPEN MARKET INITIATIVE

Property Assessed Clean Energy Program Report

MADE POSSIBLE IN PART BY DSS ADVISORS LLC

DSS ADVISORS LLC

AND THE GENEROUS SUPPORT OF THE FOLLOWING:

ENVIRONMENTAL LAW & POLICY CENTER



KATTEN MUCHIN ROSENMAN LLP

Katten

SMART ENERGY DESIGN ASSISTANCE CENTER
AT THE UNIVERSITY OF ILLINOIS, URBANA-CHAMPAIGN



FOLEY & LARDNER LLP



Preface to the Program Report by the Illinois Finance Authority

Commercial Property Assessed Clean Energy (“C-PACE”) financing can be used by owners and developers of commercial properties to finance or refinance eligible improvements in connection with renovations of existing buildings and new construction, in each case up to 25% of the value of the property. Eligible improvements generally include fixtures, products, systems, equipment, devices, and materials intended for energy efficiency, renewable energy, resiliency, or water use; electric vehicle charging stations are eligible improvements too. C-PACE financing has features that make it very attractive as an alternative or a supplement to existing types of commercial real estate financing. For example, C-PACE financing is non-recourse to the record owner and assignable upon transfer of the property. While these features may be found in conduit mortgage loans included in commercial mortgage-backed securities (often referred to as CMBS loans or CMBS financing), they are not common in either traditional bank financing or mezzanine financing, which is often used to finance significant new commercial real estate construction or deep energy retrofit projects. C-PACE financing also has attractive features that are not available with any other type of commercial real estate financing. C-PACE financing does not accelerate upon a default (payment or otherwise), permits terms of up to 40 years, and allows financing of up to 100% of all project and closing costs. All capitalized terms in this Preface not otherwise defined have the meanings set forth in the accompanying Program Report.

C-PACE financing is secured by a voluntary special assessment on the benefited property that is represented by an assessment contract between the record owner and the Governmental Unit. The special assessment is senior to all mortgages and other private liens on such property and is *pari passu* to other real estate taxes and assessments. The lien priority and preferences of C-PACE financing is the primary reason why capital providers are willing to provide up to 100% financing that is non-recourse, non-callable in the event of default, and assignable in the event of a transfer of the property. Interest on C-PACE financing is usually fixed throughout the term, although that is not required by the PACE Act, and is generally well below the rates charged by mezzanine lenders and equipment lenders. Under the PACE Act, the assessment contract must be recorded, and serves as collateral for C-PACE financing, similar to a recorded commercial mortgage serving as collateral for a commercial real estate loan. C-PACE financing to fund PACE Projects occurs through the issuance of conduit debt obligations (such as bonds or notes), similar to other special assessment financing programs in Illinois.

Despite these attractive features and plentiful amounts of capital from providers enthusiastic to consider environmental, social, and governance factors alongside financial factors in the investment decision-making process, the use of C-PACE financing in Illinois has been limited to date. Counties and municipalities have informed the Illinois Finance Authority of their desire to avoid the need to devote the time and resources necessary to develop and implement a property assessed clean energy program with the features of the Illinois Finance Authority PACE Program and to otherwise be required to issue bonds or notes to finance or refinance PACE Projects and incur the related compliance or accounting obligations. Additionally, capital providers have informed the Authority of their desire for a fair and competitive, statewide open market sponsored by an independent, neutral program administrator. Finally, record owners have informed the Authority of their desire to minimize the program administration and governmental fees associated with C-PACE financing.

The Authority has observed that the lack of market activity is also because C-PACE financing under existing property assessed clean energy programs is not uniform throughout Illinois, and under such programs, capital providers cannot administer and service their own C-PACE financing originations. Moreover, under existing property assessed clean energy programs, program administrators are tasked with roles and responsibilities that are typically performed by capital providers, such as marketing, establishing processes for contractors, statutory underwriting, processing applications, billing and collecting, and enforcement. This structure, a vestige of the C-PACE financing market's earliest days, is both cumbersome and costly. Similar to commercial mortgage lenders, the Authority believes capital providers in the C-PACE financing market should instead facilitate access to capital by performing these activities for their own account or others of their choosing, with their own resources, and within appropriate guidelines.

In consideration of these factors, the Illinois Finance Authority has standardized the structure, implementation, and delivery of C-PACE financing in Illinois to lessen the burdens on counties and municipalities throughout Illinois that may desire to create PACE areas and establish property assessed clean energy programs, to attract capital providers to purchase bonds or notes issued by the Authority to fund PACE Projects throughout Illinois, and to assist record owners in the financing or refinancing of PACE Projects throughout Illinois. The nonpartisan, nonpolitical Illinois Finance Authority PACE Program intends to achieve these objectives in the PACE Area created by the Governmental Unit by applying the structure of the commercial mortgage industry to better align the roles and responsibilities of the C-PACE financing market. The Illinois Finance Authority PACE Program allows capital providers to not only originate C-PACE financings in a statewide, open market sponsored by an independent, neutral program administrator but also allows capital providers to administer and service PACE Projects directly or through affiliates in the capacity of PACE Project Administrators, for their own account or others of their choosing. Record owners will benefit from lower C-PACE financing costs amid the resulting fairness and competition among capital providers, at no cost to the Governmental Unit.

All parties will also benefit from the Authority's vast experience in the issuance of conduit debt obligations, which each year amounts to billions of dollars of long-term investment in voluntary projects of private sector borrowers in Illinois. As a statewide conduit issuer of bonds and notes, the Authority's uniform C-PACE financing documents for all PACE Projects will simplify due diligence in the asset-backed securities market for capital providers in contrast to a fragmented market of numerous county and municipal issuers of conduit debt obligations throughout Illinois. Accordingly, the Authority elected to leverage these competitive advantages to achieve vertical integration and economies of scale in local markets such as the PACE Area by forming the C-PACE Open Market Initiative, an Illinois not-for-profit corporation and component unit of the Authority, to offer an independent, neutral program administrator in the capacity of PACE Area Administrator to the Governmental Unit and its residents and taxpayers, at no cost to the Governmental Unit.

The goals of the C-PACE Open Market Initiative are to spur investment in energy efficiency and water conservation, and to stimulate growth of renewable energy and resilient building design throughout Illinois.

- Brad R. Fletcher

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Introduction

This Program Report was approved by the Governmental Unit by adopting the ordinance to which this Program Report accompanies (the “PACE Ordinance”). All terms defined in the PACE Ordinance will, for all purposes of this Program Report, have the meanings specified therein unless the context otherwise requires.

The PACE Ordinance meets the requirements of Section 15 of the PACE Act. The Governmental Unit created the PACE Area to make financing and refinancing opportunities available to any record owner of property that voluntarily requests the levy of a special assessment to secure the financing or refinancing of a proposed PACE Project pursuant to an assessment contract.

Purpose of the Program Report

As required by the PACE Act, the Program Report contains a basic summary of the Illinois Finance Authority PACE Program and its statewide, open market architecture. The Illinois Finance Authority PACE Program is sometimes referred to, or marketed as, the “IFA PACE Program” or the “IFA Municipal Choice PACE Program” or the “IFA County Advantage PACE Program”).

Program Description

The Governmental Unit is establishing the nonpartisan, nonpolitical IFA PACE Program to accelerate private investment in PACE Projects affixed to existing and newly constructed commercial, industrial, non-residential agricultural, and multi-family (5 or more units) properties in the PACE Area, at no cost to the Governmental Unit. The IFA PACE Program is distinctly different from any existing property assessed clean energy program that has been launched by a county or municipality in Illinois. Under the IFA PACE Program, the Governmental Unit is participating in a statewide, open market of PACE areas administered by the C-PACE Open Market Initiative as the independent, neutral program administrator, referred to as the PACE Area Administrator. The PACE Area Administrator, among other things, acts as a liaison to the Governmental Unit and its residents, taxpayers, and other interested persons. Record owners, meanwhile, are afforded the opportunity to work with capital providers of their own choosing as PACE Project Administrators and to assemble the team of professionals desired for any potential PACE Project (e.g., architects, engineers, energy auditors, appraisers, contractors, bond counsel, trustees, title companies).

The IFA PACE Program is appealing because its neutrality among capital providers avoids the conflicts of interest that exist under certain other existing property assessed clean energy programs throughout Illinois. Under the IFA PACE Program, capital providers or their affiliates will administer and service their respective PACE Projects as PACE Project Administrators. This feature eliminates the additional program administration fees otherwise charged by affiliates of competing capital providers or other third parties that have secured or will endeavor to secure an exclusive role as program administrator for a county or municipality. As a result, the IFA PACE Program incentivizes competition to lower costs and improve service for record owners.

Additionally, in their capacity as PACE Project Administrators, capital providers can fairly manage existing and future relationships with record owners without the risks associated with sharing business intelligence with affiliates of competing capital providers that have secured an exclusive role as program administrator for a county or municipality.

The statewide, open market architecture of the IFA PACE Program also offers what no other property assessed clean energy program in Illinois can offer: uniformity; the financing or refinancing of all PACE Projects regardless of location is undertaken by a single issuer of bonds or notes. The Illinois Finance Authority has statewide authorization to issue bonds and notes to fund PACE Projects located in any PACE area, thus doing away with any issuance of bonds or notes by the Governmental Unit. In turn, the Governmental Unit and its fellow counties and municipalities enjoy the benefit of not incurring any related conduit debt compliance or accounting obligations. The simplification of a single conduit issuer with statewide authorization to fund PACE Projects attracts capital providers that desire a standardized, efficient, and affordable way to facilitate access to capital for record owners, further reducing legal and financing costs for such record owners.

Under the IFA PACE Program, the Governmental Unit always retains its prerogatives as set forth in the PACE Act and the PACE Ordinance, including the right to establish other property assessed clean energy programs and to issue its own bonds or notes under such other programs.

Program Roles and Responsibilities

The roles and responsibilities of the Governmental Unit, the Authority, the PACE Area Administrator, the PACE Project Administrators, and the capital providers under the IFA PACE Program are described below.

Governmental Unit

Pursuant to the PACE Ordinance, any one of the Authorized Officers set forth therein, acting singly, on behalf of the Governmental Unit, may execute and deliver an assessment contract and related assignment agreement assigning the assessment contract to the Authority as collateral for the financing or refinancing, or interim financing, of a PACE Project.

Illinois Finance Authority

Pursuant to the PACE Ordinance, the Governmental Unit has designated the Authority as the sole conduit issuer of bonds and notes to fund any PACE Projects approved under the IFA PACE Program.

The Authority is a body politic and corporate created under the laws of the State of Illinois (the “State”). The Authority was created under the Illinois Finance Authority Act, 20 ILCS 3501/801-1 *et seq.*, as amended from time to time (the “Authority Act”), which consolidated seven of the State’s previously existing financing authorities. Under the Authority Act, the Authority may not have outstanding at any time bonds or notes for PACE Projects in an aggregate principal amount exceeding \$2,000,000,000 (subject to change, from time to time, by acts of the State Legislature). Pursuant to the Authority Act, the Authority is governed by up to

15 Members appointed by the Governor with the advice and consent of the State Senate. The Members receive no compensation for the performance of their duties but are entitled to reimbursement for all necessary expenses incurred in connection with the performance of such duties.

Members of the Authority consider and approve capital providers to purchase or arrange for the purchases of bonds or notes issued by the Authority, and to provide or arrange any related interim financing by warehouse funds prior to the issuance of such bonds or notes, in each case to fund PACE Projects approved under the IFA PACE Program.

Meetings of the Authority are conducted in accordance with the Open Meetings Act, 5 ILCS 120/1 *et seq.*, as amended (the “Open Meetings Act”). An annual schedule of regular meetings of the Authority and all notices, agenda, meeting details, and minutes of each regular or special meeting are posted on the following website: www.il-fa.com/public-access.

PACE Area Administrator

Pursuant to the PACE Ordinance, the Governmental Unit has authorized the PACE Area Administrator to act as the program administrator to manage day-to-day operations of the IFA PACE Program. The PACE Area Administrator will be responsible for administering and implementing the IFA PACE Program, including: processing requests for financing or refinancing, or interim financing; coordinating among record owners, counsel, the Authority, capital providers, PACE Project Administrators, contractors, and other professionals; interfacing with the Governmental Unit on the execution and delivery of assessment contracts and assignment agreements; and reporting and arranging for any required reporting to the Governmental Unit that may be requested from time to time. The PACE Area Administrator will also act as liaison to the community of the Governmental Unit and will conduct, alone or in conjunction with others, appropriate marketing and education activities.

Pursuant to the PACE Ordinance, the Governmental Unit also has delegated to the PACE Area Administrator the discretion to determine which capital providers (or their affiliates) will be authorized to act as PACE Project Administrators. The eligibility requirements of, and the terms and conditions for, a capital provider (or its affiliate) to participate in the IFA PACE Program as a PACE Project Administrator are set forth in a standard form of Master Participation Agreement. The Master Participation Agreement is supplemented by the IFA PACE Program Handbook of Supplemental Information and Requirements (as amended, supplemented, or modified from time to time, the “PACE Handbook”). The PACE Area Administrator considers and approves PACE Project Administrators, and, if approved, the PACE Area Administrator and the PACE Project Administrator enter into the Master Participation Agreement. The form of Master Participation Agreement is available from the PACE Area Administrator upon request. The PACE Handbook is posted on the following website: www.IFApace.com.

Members of the Authority also serve as the Board of Directors of the PACE Area Administrator. The Directors receive no compensation for the performance of their duties but are entitled to reimbursement for all necessary expenses incurred in connection with the performance of such

duties. Meetings of the PACE Area Administrator are conducted in accordance with the Open Meetings Act. All notices, agenda, meeting details, and minutes of each regular or special meeting are posted on the following website: www.il-fa.com/public-access.

PACE Project Administrators

Pursuant to the PACE Ordinance, and upon approval of the PACE Area Administrator, PACE Project Administrators are authorized to act as program administrators of the IFA PACE Program. PACE Project Administrators are authorized, on a non-exclusive basis, for their own account and for the account of others of their choosing, to originate financings or refinancings of PACE Projects, to purchase or arrange for the purchases of the related bonds or notes issued by the Authority, and to provide or arrange any related interim financing by warehouse funds prior to the issuance of such bonds or notes. They are also responsible for providing or arranging for the provision of administrative and servicing responsibilities of such PACE Projects.

Upon entering into the Master Participation Agreement with the PACE Area Administrator, each PACE Project Administrator agrees to perform at its sole cost and expense the duties and obligations set forth in the PACE Ordinance, including this Program Report, the Master Participation Agreement, and the PACE Handbook, as provided herein and therein.

The Governmental Unit reserves the right to terminate or suspend any PACE Project Administrator at any time, for any reason or no reason, after giving written notice thereof to the PACE Area Administrator at least 60 calendar days before the termination or suspension is to be effective. Upon receiving such written notice from the Governmental Unit, the PACE Area Administrator shall give written notice thereof to the PACE Project Administrator at least 30 calendar days before the termination or suspension is to become effective.

Capital Providers

Capital providers (or their designated transferee(s)) purchase bonds or notes issued by the Authority and provide or arrange any related interim financing by warehouse funds prior to the issuance of such bonds or notes, in each case to fund PACE Projects approved under the IFA PACE Program.

Capital providers must be institutional “accredited investors” (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended) or “qualified institutional buyers” (as defined in Rule 144A promulgated under the Securities Act of 1933, as amended).

To be an approved capital provider of the IFA PACE Program, Members of the Authority consider and approve authorizing resolutions in meetings conducted in accordance with the Open Meetings Act. Each authorizing resolution of the Authority for the purchase of bonds or notes by a capital provider or its designated transferee(s) remains in effect for up to three years following the date of adoption to ensure efficient and timely funding of PACE Projects, consistent with market expectations. Interested capital providers should contact Authority staff.

A list of approved capital providers is posted on the following website: www.IFApace.com.

Marketing and Education

Given the statewide, open market architecture of the IFA PACE Program, it is anticipated that PACE Project Administrators will conduct marketing on behalf of the IFA PACE Program in their target markets to originate and fund PACE Projects for their own account or the account of others of their choosing. All marketing materials used by PACE Program Administrators in connection with the IFA PACE Program must acknowledge that its services are offered through, or in association with, the Governmental Unit and the Authority (and upon request by the Authority, the C-PACE Open Market Initiative).

The Authority and PACE Area Administrator endeavor to provide technical assistance with respect to the marketing of the IFA PACE Program and educating the community regarding the financing and administration of PACE Projects, as may be reasonably requested by the Governmental Unit and its residents, taxpayers, and other interested persons from time to time. The Authority has posted education materials and contact information on the following website: www.IFApace.com.

Supplemental information regarding resources available to record owners subjecting properties to the IFA PACE Program by Federal or State agencies, including without limitation, the U.S. Department of Energy, the U.S. Department of Housing and Urban Development, the U.S. Department of the Treasury, the Illinois Department of Commerce and Economic Opportunity, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, regional councils, or economic development corporations may be published from time to time in the PACE Handbook.

Eligibility

Any financing or refinancing, or interim financing, of a PACE Project approved under the IFA PACE Program must be accompanied by a written opinion from a nationally recognized municipal bond counsel in form and substance acceptable to the Authority.

Eligible Improvements

Each type of improvement as prescribed in the PACE Act qualifies for financing or refinancing, or interim financing, under the IFA PACE Program.

Any of the following types of improvements qualify as PACE Projects under the PACE Act:

- Alternative energy improvements (i.e., electric vehicle charging stations)
- Energy efficiency improvements
- Renewable energy improvements
- Resiliency improvements
- Water use improvements

Pursuant to the PACE Act, the Governmental Unit may exercise discretion to make eligible any energy efficiency improvement, resiliency improvement, or water use improvement that is intended as a utility or other cost-savings measure but is not otherwise specifically enumerated in the PACE Act.

All eligible improvements must be affixed to an eligible property.

Eligible Properties

Each type of property as prescribed in the PACE Act qualifies for financing or refinancing, or interim financing, under the IFA PACE Program.

Any of the following types of privately-owned properties located in the PACE Area qualifies for financing or refinancing under the PACE Act:

- Commercial
- Industrial
- Non-residential agricultural
- Multi-family (of 5 or more units)
- Any property owned by a not-for-profit entity

Eligible Use of Proceeds

The amount of any financing or refinancing, or interim financing, of a PACE Project approved under the IFA PACE Program may include any and all of the following: the cost of materials and labor necessary for acquisition, construction, installation, or modification of the PACE Project, permit fees, inspection fees, application and administrative fees, financing fees, reserves, capitalized interest, costs of billing the assessment, and all other fees, costs, and expenses that may be incurred by the record owner pursuant to the acquisition, construction, installation, or modification of the PACE Project, and the costs of issuance of bonds or notes issued by the Authority on a specific or pro rata basis, as determined by the Governmental Unit, as evidenced by its execution of the assessment contract, and may also include a prepayment premium.

While records owners and PACE Project Administrators may choose any licensed contractor or contractors, each licensed contractor must sign a written acknowledgement that the applicable PACE Project Administrator will not authorize final payment to the contractor or contractors until the Governmental Unit has received the Completion Certificate from the record owner that the PACE Project was properly acquired, constructed, installed, or modified and is operating as intended; provided, however, that the contractor or contractors retain all legal rights and remedies in the event there is a disagreement with the record owner. The PACE Project Administrator is authorized to receive such Completion Certificate on behalf of the Governmental Unit. The Completion Certificate shall be in substantially the form attached to the PACE Handbook.

Quality Assurance and Antifraud

Quality assurance protocols serve to prevent improper or low-quality construction, installation, or modification of PACE Projects and protect against fraud and abuse of the IFA PACE Program.

All work requiring a license under any applicable law to acquire, construct, install, or modify a PACE Project shall be performed by a licensed contractor that has agreed to adhere to a set of

terms and conditions through a process established by the applicable PACE Project Administrator.

Each PACE Project Administrator shall institute quality assurance protocols. Despite the presence of these protocols and procedures, responsibility for the successful operation of any PACE Project is that of the record owner and its registered professionals. None of the Governmental Unit, the Authority, the PACE Area Administrator, the PACE Project Administrator, capital provider, trustee, servicer, or any of their respective directors, managers, officers, employees, advisors, or agents shall have any liability for the acquisition, construction, installation, modification, and operation of any eligible PACE Project.

Program Underwriting Guidelines

Each PACE Project Administrator is likely to have underwriting requirements separate and apart from the underwriting guidelines prescribed by the IFA PACE Program. At a minimum, each PACE Project Administrator shall determine that a PACE Project meets the following program underwriting guidelines, in addition to those guidelines prescribed in the PACE Handbook and the PACE Act, which will be evidenced by the Compliance Certificate described hereafter. At no time will the PACE Area Administrator be a party to negotiations of any proposed financing and assessment between a record owner and the PACE Project Administrator.

Record Owners

In addition to the eligibility requirements described herein, a record owner must be current on all mortgage debt on the applicable property and the record owner must not have filed for bankruptcy in the last two years.

Properties/Assets

Pursuant to the PACE Act, the following characteristics disqualify any eligible property from participating in the IFA PACE Program:

- Any delinquent taxes, special assessments, or water or sewer charges on the property; or
- Any delinquent assessments on the property under a property assessed clean energy program; or
- Any notices of default or other evidence of property-based debt delinquency have been recorded and not cured; or
- The property is an asset in a current bankruptcy proceeding.

Each PACE Project Administrator must have further received evidence of whether there are any involuntary liens on the applicable property, including, but not limited to, construction or mechanics liens, *lis pendens* or judgments against the record owner, environmental proceedings, or eminent domain proceedings. PACE Project Administrators and capital providers (or their designated transferee(s)) have discretion to evaluate the risk, if any, such involuntary liens pose to the financing and assessment of the applicable PACE Project.

Senior Lender Consent

Each record owner shall provide to the mortgage holders of any existing mortgages encumbering or otherwise secured by the applicable property a notice of the record owner's intent to enter into an assessment contract with the Governmental Unit, together with the maximum principal amount to be financed or refinanced and the maximum annual assessment necessary to repay that amount, along with an additional request that the mortgage holders of any existing mortgages consent to the record owner subjecting the property to the IFA PACE Program. The Governmental Unit or applicable PACE Project Administrator shall be provided with a copy or other proof of those notices and the written consent of the mortgage holder for the record owner enter into the assessment contract which acknowledges that (i) the existing mortgage or mortgages for which the consent was received will be subordinate to the assessment contract and the lien created thereby and (ii) the Governmental Unit and its permitted assignees can foreclose the property if the assessment is not paid.

Maximum Assessment Amount/Lien-to-Value

The aggregate amount that may be financed or refinanced, or interim financed, under one or more assessment contracts for any property located in the PACE Area must not exceed 25% of the value of the property as further described below under the caption "Property Valuation" and in accordance with guidelines set forth in the PACE Handbook.

Useful Life

The term of an assessment shall not exceed the useful life of the PACE Project financed or refinanced under an assessment contract. For any assessment contract financing or refinancing multiple improvements or multiple PACE Projects with varying useful lives, the term of an assessment shall not exceed the longest useful life of any singular improvement or PACE Project. The expected useful life of each improvement or PACE Project shall be determined by the PACE Project Administrator based on industry standards and manufacturers' warranties.

Repayment Periods/Maturity

Under the IFA PACE Program, the term of an assessment cannot exceed 40 years. In addition, pursuant to the Authority Act, the final maturity of any bonds or notes issued by the Authority cannot exceed 40 years.

Interest Rates

The interest rate or rates that will be charged pursuant to any assessment contract will be determined by negotiation between a record owner and the PACE Project Administrator. Interest rates are typically fixed for the term of the assessment contract. There is no prohibition under the PACE Act or the IFA PACE Program for an assessment contract to provide for a variable rate of interest.

Credit Enhancement

Bonds and notes issued by the Authority to fund PACE Projects shall never be general obligations of the Governmental Unit, the State, or the Authority but shall be secured by the payments under one or more assessment contracts on the respective, benefited properties located within the PACE Area and, if applicable, revenue sources or reserves established by the Authority (at the request of PACE Project Administrators) from proceeds of bonds or notes or other lawfully available funds. In addition, bonds or notes issued by the Authority may be secured by municipal bond insurance, letters of credit, or public or private guarantees or sureties as may be arranged from time to time by a PACE Project Administrator.

Program Application Process

For any record owner located in the PACE Area to obtain financing or refinancing, or interim financing, of a PACE Project, the IFA PACE Program requires a property valuation, an executed term sheet, an application that has been approved by the Authority, and a Compliance Certificate from the PACE Project Administrator. The PACE Act further requires an energy audit in certain circumstances.

Energy Audit

An evaluation of the existing water or energy use and a modeling of expected monetary savings are required for any proposed energy efficiency improvement, renewable energy improvement, or water use improvement, unless the water use improvement is undertaken to improve water quality. Record owners may work with PACE Project Administrators to satisfy this statutory requirement.

Smart Energy Design Assistance Center, an applied research program at the University of Illinois at Urbana-Champaign (“SEDAC”), provides technical assistance to help building managers, owners, and administrators make their facilities more energy efficient. SEDAC’s mission is to decrease the energy footprint of the state of Illinois and beyond. Record owners and PACE Project Administrators may select SEDAC to complete the evaluation and modeling of their respective PACE Project. More information is posted on the following website: www.smartenergy.illinois.edu.

Property Valuation

Each record owner must demonstrate the value of the applicable property for any prospective financing or refinancing, or interim financing, of a PACE Project. Such value may be determined by the greater of the following:

- the value of the property as determined by the office of the county assessor; or
- the value of the property as estimated in an appraisal report prepared or co-signed by a general real estate appraiser certified by the State.

Values determined by township assessors, multi-township assessors, county supervisors of assessments, boards of review, and boards of appeals are not specifically enumerated in the PACE Act as acceptable for any prospective financing or refinancing, or interim financing, of a

PACE Project. Each PACE Project Administrator may establish requirements for an acceptable appraisal report, including maximum terms of validity, in addition to those set forth above.

Capital Provider Term Sheet

Each record owner must have an executed term sheet with a capital provider. For any prospective PACE Project that lacks a commitment from a capital provider for financing or refinancing, record owners are encouraged to visit www.IFApace.com for a listing of approved capital providers and their respective contact information.

Authority Application

Capital providers that have executed a term sheet with a record owner must complete and apply to the Authority for the proposed financing or refinancing, or interim financing, of the PACE Project. Application forms are posted on the following website: www.IFApace.com.

The Authority generally processes applications within 10 business days following the submission of a completed application. Upon approval by the Authority, such application will be deemed approved by the PACE Area Administrator.

Compliance Certificate

The PACE Project Administrator must undertake the following actions prior to the PACE Area Administrator submitting an assessment contract and assignment agreement to an Authorized Officer for execution:

- i. make the determination that the property to be assessed is entirely within the PACE Area;
- ii. have received evidence of all the enumerated items in Section 25(c) of the PACE Act and Section 25(d) of the PACE Act; and
- iii. execute and deliver to the PACE Area Administrator a Compliance Certificate as to the matters set forth in clauses (i) and (ii) and a representation and warranty that such PACE Project Administrator is in compliance with its duties and obligations as a program administrator of the IFA PACE Program. The Compliance Certificate shall be in substantially the form attached to the PACE Handbook.

Upon receipt of the PACE Project Administrator's Compliance Certificate, the PACE Area Administrator will facilitate the execution and delivery of the applicable assessment contract and related assignment agreement by any one of the Authorized Officers. PACE Project Administrators are encouraged to provide the Governmental Unit a reasonable amount of time for such execution and delivery to occur prior to the scheduled closing of any financing or refinancing, or interim financing, of a PACE Project approved under the IFA PACE Program.

Forms of Assessment Contract and Assignment Agreement

Each assessment contract between the Governmental Unit and any record owner located in the PACE Area will be in substantially the form attached hereto as Appendix A. Each related assignment agreement between the Governmental Unit and the Authority assigning the

assessment contract to the Authority as collateral for any financing or refinancing, and interim financing, will be in substantially the form attached hereto as Appendix B.

The exhibit and schedules included with each assessment contract will reflect the actual terms and conditions governing that particular financing or refinancing and assessment as agreed between the record owner and the PACE Project Administrator. The form of the body of the assessment contract is standardized and will not be subject to change.

Each PACE Project Administrator will record or cause to be recorded each assessment contract and related assignment agreement with the applicable county clerk or county recorder in which the applicable property is located as a lien on such property, until the assessment, including any interest, penalty, and prepayment fee, is paid in full. The lien has the same priority as real estate property taxes and other special assessment liens.

Pursuant to each standardized assessment contract, each record owner agrees to indemnify, defend, protect, and hold harmless the participants in the IFA PACE Program, including the Governmental Unit, from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all out-of-pocket litigation costs and attorney's fees) and any demands of any nature related directly or indirectly to, or arising out of or in connection with (i) the record owner's participation in the IFA PACE Program, (ii) the assessment and the assessment obligations, (iii) the PACE Project, or (iv) any other fact, circumstance or event related to the subject matter of such assessment contract, regardless of whether such claims accrue before or after the date of its execution.

Plan of Finance

Execution and delivery of an assessment contract and related assignment agreement by an Authorized Officer and the satisfaction or waiver of all conditions is required to consummate any financing or refinancing, or interim financing, of a PACE Project approved under the IFA PACE Program.

Long-Term Financing

To fund a PACE Project with long-term financing, the Authority will issue bonds or notes to be purchased by a capital provider (or its designated transferee(s)).

With limited exceptions, each bond and note financing is structured as a direct purchase by the capital provider that originated the financing or refinancing of the related PACE Project (or PACE Projects in the case of pooled financings). Any transfer of bonds or notes is conditioned upon the receipt by the Authority of an investor letter substantially in the form approved by the Authority or with such changes thereto as are agreed upon by the Authority.

Record owners or PACE Project Administrator may also arrange for an underwriter or placement agent to facilitate the public offering or limited public offering of the Authority's bonds or notes to fund a PACE Project. Such financing structures in the capital markets can add legal costs due to the additional marketing documents that must be crafted to facilitate the sale of the bonds or notes to long-term investors.

Any proceeds of any bond or note issued by the Authority and used by a record owner to fund the acquisition, construction, installation, or modification of a PACE Project at closing must comply with the prevailing wage requirements and reporting obligations of the State (just as with any bond or note otherwise issued by a county or municipality).

Interim Financing

To fund a PACE Project with interim financing provided by a warehouse fund established by a capital provider, the Authority will assign the assessment contract to the applicable capital provider or its transferee as collateral for such interim financing for up to 36 months pursuant to a Master Warehouse Agreement. Upon re-assignment of the assessment contract, the Authority will issue bonds or notes to refinance any interim financing that has been provided by such warehouse fund.

Pursuant to the PACE Act, the Governmental Unit or the Authority may also establish a warehouse fund to assist record owners with the interim financing of one or more PACE Projects. Any proceeds of any warehouse fund established by the Governmental Unit or the Authority and used by a record owner to fund the acquisition, construction, installation, or modification of a PACE Project at closing must comply with the prevailing wage requirements and reporting obligations of the State.

Billing and Collecting

Assessments may be included in the regular property tax bills of the county in which a property is located or the Governmental Unit, the PACE Project Administrator, or third-party servicer may bill and collect the assessment amount.

Payment received by mail and postmarked on or before any required due date is not delinquent. From and after the due date of any installment of an assessment, an additional rate of interest of 1 1/2% per month may be imposed with respect to the delinquent amount of such installment, which shall be payable to the applicable capital provider, PACE Project Administrator, or third-party servicer as set forth in the applicable bill.

IFA Municipal Choice PACE Program

For assessments imposed by municipalities, it is anticipated that each capital provider or PACE Project Administrator will directly bill and collect assessments to record owners or indirectly bill and collect assessments through a third-party servicer to record owners. As a result, capital providers keep 100% of any default interest and always have the legal option to pursue a default remedy through either the regular county tax sale process or through an accelerated judicial foreclosure under the State's Municipal Code.

If an assessment becomes delinquent during any year, the applicable capital provider, PACE Project Administrator, or third-party servicer shall, on or before the date in such year required by the county in which the PACE area is located, make a report in writing to the general office of the county in which the applicable property subject to the assessment is situated and authorized by the general revenue laws of this State to apply for judgment and sell lands for taxes due the

county and the State, of the assessments or installments thereof the applicable capital provider, PACE Project Administrator, or third-party servicer has billed for and not received as required under the applicable bill, including any interest or penalties that may be due as set forth in the applicable assessment contract.

Such report shall be certified by the applicable capital provider, PACE Project Administrator, or third-party servicer and shall include statements that (i) the report contains true and correct list of delinquent assessments that the capital provider, PACE Project Administrator, or third-party servicer has not received as required by the applicable bill and (ii) an itemization of the amount of the delinquent assessment, including interest and penalties, if applicable. The report of the applicable capital provider, PACE Project Administrator, or third-party servicer, when so made, shall be prima facie evidence that all requirements of the law in relation to making the report have been complied with and that the assessments or the matured installments thereof, and the interest thereon, and the interest accrued on installments not yet matured, mentioned in the report, are due and unpaid.

Upon proper filing of such report, at the direction of the applicable capital provider, PACE Project Administrator, or third-party servicer, the PACE Act mandates that the county collector shall enforce the collection of the assessments in the manner provided by law.

IFA County Advantage PACE Program

For assessments imposed by counties, please refer to the PACE Handbook for any billing and collecting preferences as the county collector of the county in which the applicable property is located may elect to bill and collect assessments with the regular property tax bills of the county.

User Fees

At no time will the PACE Area Administrator be a party to negotiations of any proposed financing and assessment fees between a record owner and the PACE Project Administrator. The fees and costs described below, which may be added to the assessment, are anticipated to be in excess of the closing costs and the costs of issuance of the bonds or notes issued by the Authority, including, without limitation, bond counsel fees, PACE Project Administrator fees, capital provider fees, reserves, trustee fees, title insurance fees, capitalized interest, and prepaid servicing fees.

Governmental Unit

The PACE Ordinance prescribes the fee payable to the Governmental Unit for entering into an assessment contract with any record owner, payable on or before the closing date of any related financing or refinancing that has been approved under the IFA PACE Program, unless such fee is otherwise waived by the Governmental Unit on a case-by-case basis. The applicable PACE Project Administrator shall be responsible for collecting and remitting such fee to the Governmental Unit.

Illinois Finance Authority

The PACE Handbook prescribes the fee payable to the Authority for any financing or refinancing, or interim financing, of a PACE Project.

PACE Area Administrator

The PACE Handbook prescribes the fee payable to the PACE Area Administrator for any financing or refinancing, or interim financing, of a PACE Project.

As of the date hereof, services of the PACE Area Administrator are free of charge.

APPENDIX A

Form of Assessment Contract

THIS INSTRUMENT WAS PREPARED BY:

RETURN TO:

(THE ABOVE SPACE FOR RECORDER'S USE ONLY)

**[INSERT NAME OF VILLAGE/CITY/COUNTY/TOWN], ILLINOIS
PACE PROGRAM**

ASSESSMENT CONTRACT

THIS ASSESSMENT CONTRACT (this “Contract”), dated as of the Effective Date (as defined below), is by and between the [INSERT NAME], Illinois, a [village/city/county/town] duly organized and validly existing under the Constitution and the laws of the State of Illinois (the “Governmental Unit”), and the person or persons as the titleholder or owner of the beneficial interest set forth on Exhibit A (the “Record Owner”) in the property described on Exhibit A (the “Property”).

RECITALS

WHEREAS, the Governmental Unit has conducted the proceedings required by Section 15 of the Property Assessed Clean Energy Act, 50 ILCS 50/1 et seq. (the “Act”), and established a property assessed clean energy program (the “PACE Program”) within the jurisdictional boundaries of the Governmental Unit (the “PACE Area”) to allow the financing or refinancing of certain “energy projects” (as defined in the Act), funded through the sale of bonds, subject to the Act or alternatively, through the sale of bonds pursuant to subsection (d) of Section 825-65 of the Illinois Finance Authority Act, 20 ILCS 3501/801-1 et seq. (the “Authority Act”) and the Act, which bonds will be secured through the levy of certain special assessments pursuant to “assessment contracts” (as defined in the Act) on property (as defined in the Act) benefitted by such energy projects;

WHEREAS, the Act provides that a “record owner” (as defined in the Act) of property within the PACE Area may apply to the Governmental Unit or its “program administrator” (as defined in the Act) to facilitate access to capital to provide funding for an energy project and that the Governmental Unit may enter into an assessment contract with a record owner of property to finance or refinance one or more energy projects on the property, which assessment contract

provides for the repayment of the financed amount of the cost of an energy project through assessments on the property benefitted;

WHEREAS, the Property is located in the PACE Area established by the Governmental Unit as of the last date entered with the signatures of the parties below (the “Effective Date”);

WHEREAS, the Record Owner has requested the Governmental Unit enter into this Contract and the Governmental Unit has verified the information required by Section 25(c) of the Act as further described herein;

WHEREAS, [INSERT NAME AND CORPORATE DESIGNATION OF PROGRAM ADMINISTRATOR], is authorized to act as a program administrator (together with any successors thereto, the “Program Administrator”) for the PACE Program as it pertains to this Contract;

WHEREAS, the Record Owner has completed an application (the “PACE Project Application”) for financing under the PACE Program (“PACE Funding”) for the energy project, including the acquisition, construction, installation, and modification thereof, described in Exhibit A (the “Project”) and has satisfied the PACE Program requirements, including without limitation, obtaining a written consent from any and all holders of mortgages recorded against the Property, and the Program Administrator has issued an approval of the Record Owner’s PACE Project Application, all in accordance with the PACE Program guidelines administered by the Program Administrator with respect to the PACE Program and in effect on the Effective Date (the “Program Guidelines”);

WHEREAS, the Program Administrator and the Record Owner may request that the Illinois Finance Authority, a body politic and corporate duly organized and validly existing under and by virtue of the laws of the State of Illinois (the “Authority”), finance or refinance the Project through the sale of bonds pursuant to subsection (d) of Section 825-65 of the Authority Act, and if applicable, that a Warehouse Fund (as defined in the Act) provide interim financing prior to the issuance of bonds by the Authority; and

WHEREAS, pursuant to the Act, the Governmental Unit and the Record Owner desire to enter into this Contract, pursuant to which the Record Owner will agree to pay the assessment in order to finance or refinance the Project and the Governmental Unit may agree to assign this Contract in furtherance of providing financing for the Project.

NOW, THEREFORE, in consideration of the foregoing and the material covenants hereinafter contained, the Record Owner and the Governmental Unit formally covenant, agree and bind themselves and their successors and assigns as follows:

AGREEMENT

Section 1. Purpose. The Record Owner and the Governmental Unit are entering into this Contract for the purpose of financing or refinancing the Project.

Section 2. The Property. This Contract relates to the Property. The Record Owner has provided to the Governmental Unit sufficient evidence that the Record Owner is the

titleholder or owner of the beneficial interest in the Property and possesses all legal authority necessary to execute this Contract.

Section 3. Assessment; Bonds; Installment; Prepayment; Collection.

(a) *The Assessment.* The Record Owner hereby freely and willingly agrees that a special assessment (the "Assessment") in the amount specified in Schedule I (the "Assessment Amount") shall be levied by the Governmental Unit on the Property pursuant to the Act. The Assessment Amount includes an amount to pay all or a portion of the costs of (i) the Project, (ii) the Program Fees (including costs of issuance of Bonds and, if applicable, closing under the Warehouse Fund), Capital Provider Fees and Other Fees if so specified in Schedule I, (iii) capitalized interest on Bonds or, if applicable, the Warehouse Fund, if so specified in Schedule I, and (iv) funding any required debt service reserve or other reserve, if so specified in Schedule I (collectively, the "Financing Purposes"). The Record Owner acknowledges and agrees that the Assessment Amount does not exceed the special benefit conferred on the Property by the Financing Purposes thereon.

(b) *Bonds.* The Governmental Unit hereby determines that bonds, which may be serial bonds, term bonds or both, shall be issued (i) by the Governmental Unit pursuant to the Act or (ii) upon assignment of this Contract to the Authority, by the Authority pursuant to the Authority Act, all in accordance with the Act (the "Bonds") and shall be secured by the Assessment to pay the cost of the Financing Purposes, and that, if applicable, interim financing prior to the issuance of Bonds may be provided through a Warehouse Fund by assignment of this Contract thereto.

(c) *Interest; Assessment Installments.* Interest on the Assessment Amount shall begin to run from the date the Bonds are issued or, if applicable, interim financing from the Warehouse Fund is issued, and shall be computed at the rate specified in Schedule I. The payment of the Assessment shall be in annual installments of the Assessment Amount and the interest thereon (the "Assessment Installments") as set forth in Schedule I.

(d) *Collection.* The annual Assessment Installment, plus the Assessment Administrative Fee (the "Annual Assessment Amount") coming due in any year shall be payable in the same manner and at the same time and in the same installments as the general taxes on the Property are payable or as otherwise provided in Schedule I attached hereto, and have the same priority, become delinquent at the same time and in the same proportionate amounts as the general taxes on the Property, and bear the penalties and interest after delinquency as set forth in the Act. The Annual Assessment Amount may be included in the regular property tax bills of the county in which the Property is located or the Governmental Unit, the Program Administrator or another third party may bill and collect the Annual Assessment Amount. Property Owner represents that all mortgagees to the Property have, in advance of the Effective Date, been provided notice of the imposition of the Assessment and have consented to the Assessment and Annual Assessment Amount in the amounts described on Schedule I.

(e) *Assessment Administrative Fees.* In addition to the Assessment Installments, the Governmental Unit or any Assignee (as defined below) may (or may direct the Program Administrator or another third party on behalf of the Governmental Unit or any such Assignee,

as the case may be, to), in accordance with the Act, add thereto amounts in order to pay for the costs of collecting the Assessment (including any and all costs of enforcement, including foreclosure or other remedies for default on the Assessment), the administration of the Assessment, the administration of the Bonds or the Warehouse Fund, other administrative costs and any amounts the Record Owner may owe for indemnification as set forth in Section 12 hereto (the "Assessment Administrative Fee"). Schedule I shows the estimated scheduled Assessment Administrative Fees, however such estimated Assessment Administrative Fees might increase if the costs of collecting the Assessment or administering the Program increase. The Record Owner agrees to pay actual scheduled Assessment Administrative Fees, which may be higher than such estimates, as well as any other Assessment Administrative Fees.

(f) *Prepayment of the Assessment.* The Assessment Amount may be prepaid, in whole or in any amount at least equal to the minimum set forth in Schedule I, at any time upon the payment of (i) the amount of any delinquent Annual Assessment Amounts, together with any interest and penalties accrued to the date of prepayment, plus (ii) the whole or, subject to the minimum amount set forth in Schedule I, a portion of the unpaid non-delinquent Assessment Amount (the "Assessment Prepayment Amount"), plus (iii) interest on the Assessment Prepayment Amount to the redemption date occurring at least [30] days following the date the prepayment is made, plus (iv) an amount equal to the redemption premium, if any, set forth on Schedule I, plus (v) a reasonable fee, if charged by the Governmental Unit or any Assignee or the Program Administrator or another third party on its behalf, for the cost of administering the prepayment, if applicable, and the redemption of Bonds, plus (vi) any other due and outstanding or accrued Assessment Administrative Fees.

(g) *No Reduction or Offset.* The Record Owner hereby acknowledges and agrees that the Assessment will not be subject to reduction, offset or credit of any kind in the event that the Project fails to perform in any way or for any reason.

(h) *No Acceleration; Survival.* Amounts due under the Assessment will not accelerate upon a default or late payment or enforcement of remedies under this Contract and the Assessment, the lien thereof and the obligation to pay Assessment Obligations when they become due shall survive any such event and continue until paid in full.

Section 4. Record Owner's Representations and Warranties

The Record Owner represents and warrants to the Governmental Unit and each Assignee, which representations and warranties shall be true and correct as of the Effective Date and at all times thereafter as follows:

(a) *Organization and Authority.* The Record Owner, if a legal entity, is duly organized, validly existing and in good standing in the state of its organization and with authority to do business under the laws of the State of Illinois. The Record Owner has all necessary power and authority to own the Property and to conduct its business and enter into the transactions contemplated hereby. The Record Owner has the right to enter into and perform this Contract, and the execution, delivery and performance of this Contract and each and every document specified in the List of Documents contained in Exhibit A executed in connection herewith (collectively, the "Transaction Documents") have been duly authorized, executed and delivered

and constitute valid and binding obligations of the Record Owner, each enforceable in accordance with its terms, and will not violate any applicable law or result in the creation of a lien against the Property except as contemplated by this Contract.

(b) *Financial Statements.* All financial statements delivered to the Governmental Unit or the Program Administrator are true and correct, have been prepared in accordance with United States generally accepted accounting principles consistently applied, fairly represent the financial condition of the Record Owner as of the date thereof, and no material adverse change has occurred in the financial condition presented therein since such date.

(c) *No Litigation.* There are no actions, suits or proceedings pending or, to the knowledge of the Record Owner, threatened, against or affecting it or the Property which could materially adversely affect the Record Owner, its financial condition, the Property or the construction of the Project or the Record Owner's ability to satisfy its obligations under this Contract and any of the Transaction Documents, if applicable except as noted in Schedule II attached herein.

(d) *Title.* The Record Owner has good and insurable title to the Property. Except as set forth on Schedule II ("Permitted Liens"), there are no involuntary liens on the Property, including, but not limited to, construction or mechanics liens, *lis pendens* or judgments against the Record Owner, environmental proceedings, or eminent domain proceedings.

(e) *Property-Based Debt; Taxes.* The Record Owner is not in default, and has received no notices of default, under any property-based debt that has not been otherwise cured. The Record Owner is current on all mortgage debt on the Property, has not had an Insolvency Event in the last two (2) years from the Effective Date, and the Property is not the subject of any Insolvency Event. There are no delinquent taxes, special assessments, or water or sewer charges on the Property. There are no delinquent assessments on the Property in a property assessed clean energy program (including the Program).

(f) *Compliance With Laws.* The Record Owner has complied with, and will continue to comply with, all applicable statutes, regulations and ordinances in connection with the Property and construction of the Project. All permits, consents, approvals and authorizations required to be issued by any governmental body (collectively, the "Permits") necessary for (a) the construction of the Project in accordance with the plans and specifications (together, the "Plans") submitted by the Record Owner; (b) the construction, connection and operation of all utilities necessary to service the Project; and (c) the construction and use of all roadways, driveways, curb cuts and other vehicular or other access to and egress from the Project, as shown on the Plans either (i) have been obtained, are valid, are in full force and effect and have been complied with by the Record Owner in all respects; or (ii) will be obtained, will be valid, will be in full force and effect prior to the initiation of construction of the Project, and Record Owner will be in compliance therewith in all respects prior to any "permitted assignee" (as defined in the Act), including any bond trustee or "capital provider" (as defined in the Act) to which this Contract has been assigned (the "Assignee") disbursing any Bond proceeds or interim financing provided by a Warehouse Fund, if applicable. Construction of the Project in accordance with the Plans will comply with applicable zoning, use, building or other applicable codes, laws, regulations, ordinances and Permits and any restrictive covenants affecting the Property.

(g) *Approval of Plans and Budgets.* Any Plans submitted will be a true and accurate reflection of the Project (when completed) and have been approved as required by all governmental bodies or agencies having jurisdiction over the Project or will be approved prior to the first disbursement request. The budget for construction of the Project (the "Budget") is an accurate current budget of all costs necessary to construct the Project in accordance with the Plans and is attached to the construction contract(s) to which the Record Owner is a party and described on Exhibit A pertaining to the construction and installation of the Project (the "Construction Contract"). The cost of construction of the Project is not expected to exceed the cost therefor set forth in the Budget. The Record Owner is responsible for any costs in excess of the Budget.

(h) *Contractors.* All work requiring a license under any applicable law to acquire, construct, install, or modify the Project has been and will be performed by licensed contractors that have agreed to adhere to the Governmental Unit's or the Program Administrator's terms and conditions. All such contractors have signed a written acknowledgment that the Governmental Unit or its Program Administrator will not authorize final payment to such contractor until the Governmental Unit or the Program Administrator has received written confirmation from the Record Owner that the Project was properly acquired, constructed, installed or modified and is operating as intended.

(i) *Mortgage Holder Consent.* The Record Owner represents and warrants that the Record Owner has (i) disclosed to the Governmental Unit or the Program Administrator, the identities of all persons, if any, that hold mortgage liens against the Property (whether recorded or unrecorded) that may be affected by the Assessment; (ii) has obtained and delivered to the Governmental Unit or the Program Administrator the written consent of all such persons to the Assessment, which consent complies with the requirements of the Act; and (iii) to the Record Owner's knowledge, no such consent has been withdrawn or revoked.

(j) *Insurance.* The Record Owner has provided to the Governmental Unit or the Program Administrator satisfactory evidence of current insurance policies on the Property. Such policies shall meet the specifications set forth in accordance with the Program Guidelines but, notwithstanding such specifications, to the extent Bonds are issued under the Authority Act, the Authority and any Bond Trustee, and, to the extent any interim financing is provided, any Warehouse Fund shall be named as an additional insured (mortgagee/loss payee) on all insurance policies required hereunder.

(k) *PACE Project Application.* All representations, warranties, statements, exhibits, instruments and other documents contained in or included as a part of the PACE Project Application are true, correct and complete as of the Effective Date. The Project constitutes an "energy project" and the Property constitutes "property" as each term is defined in the Act.

(l) *No Impairment.* No fraud, error, omission, misrepresentation, negligence or similar occurrence with respect to the Property, Plans, Budget, Construction Contract or Project has taken place on the part of the Record Owner or any other person, including, without limitation, any appraiser, title company, closing or settlement agent, realtor, builder or developer or any other party involved in the Property, Plans, Budget, Construction Contract or Project, that would impair in any way the rights of the Governmental Unit, any Assignee or any Warehouse

Fund in the Property, Plans, Budget, Construction Contract or Project or that violated applicable law.

(m) *Environmental Matters.* Except as shown on Schedule III attached hereto (the “Environmental Schedule”), there are no underground storage tanks located on the Property; there is no past or present non-compliance with environmental laws, or with permits issued pursuant thereto, in connection with the Property (which has not been fully remediated in accordance with environmental laws); there is no environmental remediation required (or anticipated to be required) with respect to the Property; and Record Owner does not know of, and has not received, any written or oral notice or other communication from any person (including but not limited to a governmental entity) relating to hazardous substances or remediation thereof, of possible liability of any person pursuant to any environmental law, other environmental conditions in connection with the Property, or any actual or potential administrative or judicial proceedings in connection with the foregoing.

(n) *Property Value.* The aggregate amount to be financed or refinanced hereunder and any other assessment contract related to the Property does not exceed 25% in relation to the greater of (i) the value of the Property as determined by the office of the applicable county assessor; or (ii) the value of the Property as determined by an appraisal conducted by a licensed appraiser.

Section 5. Record Owner Covenants

The Record Owner hereby covenants and agrees as follows:

(a) *Maintenance of Property.* The Record Owner shall, at all times, maintain the Property and, after construction, the Project. The Record Owner shall pay when due all taxes, assessments (including the Assessment), water charges, sewer charges and all other charges levied on or against the Property, and upon written request, submit to the Governmental Unit or any Assignee or any third party acting on their behalf official receipts evidencing such payments.

(b) *Construction Start and Completion.* The Record Owner shall commence construction of the Project and shall diligently proceed with construction of the Project in accordance with the approved Plans and Budget and in a good, substantial and workmanlike manner in accordance with the Construction Contract and all applicable laws, ordinances, codes, rules and regulations. [Construction of the Project shall be completed on or prior to the Outside Completion Date as defined in Exhibit A]*.

(c) *Protection Against Liens.* Except for any Permitted Liens, the Record Owner shall promptly pay and discharge all claims for labor performed and material and services furnished in connection with construction of the Project, and take all other steps necessary to prevent the assertion of claims or liens either against the Property or the Project, other than (i) the claims and lien provided herein, (ii) liens, if any, for taxes imposed by any governmental authority not yet due or delinquent, and (iii) such other title and survey exceptions as the

* *Drafting Note:* The bracketed language can be removed for refinancings of completed Projects, or to the extent an Outside Completion Date is not required by a capital provider.

Governmental Unit (or its Assignee, as applicable) or any Assignee or any third party acting on their behalf has approved or may approve in writing in its sole discretion.

(d) *Periodic Reports/Certifications.* Upon request by the Governmental Unit or any Assignee or any third party acting on their behalf during the period construction of the Project begins on the Property until the Project has been accepted as completed pursuant to the terms of the Construction Contract, the Record Owner shall provide to the Governmental Unit or any Assignee or any third party acting on their behalf a written statement, certified as true, correct and complete, setting forth the status of the Project, including an updated schedule for completion of construction of the Project. Such certification shall be in such form and with such detail as the Governmental Unit or any Assignee or any third party acting on their behalf shall specify and may be included in completion certificate(s) as set forth in the Program Guidelines.

(e) *Notice of Claims; Adverse Matters.* The Record Owner shall promptly notify the Governmental Unit or any Assignee or any third party acting on their behalf in writing of any potential Insolvency Event and all pending or threatened litigation or other matters that may materially and adversely affect the Property or Record Owner's ability to meet its obligations under the Transaction Documents or otherwise with respect to the Financing Purposes. "Insolvency Event" shall mean the Record Owner has (i) consented to the appointment of a conservator or receiver or liquidator in any insolvency, bankruptcy, readjustment of debt, marshalling of assets and liabilities or similar proceeding relating to the Record Owner or relating to all or substantially all of such Record Owner's property, (ii) failed to pay its debts as they become due and such failure has not been cured within thirty (30) days of the event; (iii) admitted in writing its inability to pay its debts as they become due, (iv) filed a petition to take advantage of any applicable insolvency or reorganization statute, (v) made an assignment for the benefit of its creditors, (vi) filed against it a petition for involuntary bankruptcy or some other involuntary insolvency proceeding which is not dismissed within thirty (30) days, or (vii) voluntarily suspended payment of its obligations.

(f) *Waiver and Release of Claims Against Governmental Unit, the Program Administrator, the Authority and Related Parties.* For and in consideration of the Governmental Unit's execution and delivery of this Contract and the Authority and, if applicable, the Warehouse Fund providing capital to finance the Project, Record Owner (for itself and for any successor-in-interest to the Property and for anyone claiming by, through or under Record Owner, including without limitation, heirs, personal representatives, mortgagees and transferees), hereby waive the right to recover from the Governmental Unit, the Authority, the Warehouse Fund, any other Assignee, the Program Administrator and another third party acting on behalf of the Governmental Unit, the Authority, the Warehouse Fund and any other Assignee, any owner of the Bonds, any bond trustee, any placement agent and any and all members, officers, officials, agents, employees, attorneys and representatives of any of them, as well as their successors and assigns (collectively, the "Financing Parties"), and fully and irrevocably release the Financing Parties from, any and all claims, obligations, liabilities, causes of action, set-offs or damages (including attorneys' fees and court costs), that Record Owner may now have or hereafter acquire against any of the Financing Parties and accruing from or related to (i) this Contract, (ii) the disbursement of Bond proceeds or interim financing provided by a Warehouse Fund, if applicable, (iii) the levy and collection of the Assessment, (iv) the imposition of the lien of the Assessment, (v) the performance of the Project, (vi) the Project, (vii) any damage to or

diminution in value of the Property that may result from construction or installation of the Project, (viii) any injury or death that may result from the construction or installation of the Project, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project, (xi) the amount of energy savings, energy production, water conservation or other performance outcomes resulting from the Project or any assured performance guaranty, (xii) the workmanship of any third parties under any agreements including, without limitation, any Construction Contract, and (xiii) any other matter with respect to the PACE Program (collectively, the "Liabilities").

This release includes claims, obligations, liabilities, causes of action and damages of which the Record Owner is not presently aware or which the Record Owner does not suspect to exist which, if known by the Record Owner, would materially affect Record Owner's release of the Financing Parties. Notwithstanding the foregoing, Record Owner's releases under this Section shall not extend to Liabilities arising from any Financing Parties willful misconduct. The Record Owner acknowledges that the Financing Parties established the PACE Program solely for the purpose of facilitating financing of energy projects arranged by owners of commercial property located in the PACE Area. The Financing Parties are not responsible for the selection, management and/or supervision of the Project, the Project's performance, the Construction Contracts or any assumed performance guaranty. Any issues related to performance of the Project should be discussed with chosen contractors, installers, manufacturers and/or distributors involved with the Project. The waivers and releases by Record Owner contained in this Section shall survive the disbursement of any Bond proceeds, interim financing provided by a Warehouse Fund, if applicable, or any portion thereof, the transfer or sale of the Property by Record Owner and the termination of this Contract.

Notwithstanding the foregoing or anything to the contrary contained in this Contract, the waiver and release provided for in this Section shall not bar the Record Owner, its successors-in-interest to the Property, from bringing an equitable action against the Governmental Unit for specific performance of its duties and obligations under this Contract, or to enjoin or prevent the violation of this Contract thereby, it being understood and agreed, however, that the Financing Parties shall not be liable for money damages or costs of such equitable proceeding except insofar and to the extent such Liabilities arise from their willful misconduct.

(g) *Energy Assessment.*

(i) To the extent the Project consists of an energy efficiency improvement, renewable energy improvement or water use improvement (each as defined in the Act, and except for a water use improvement that is undertaken for water quality), the Record Owner must obtain an assessment and analysis of the energy and/or water conservation impacts for the Project, as applicable (an "Energy Assessment"). The Energy Assessment must assess the existing water and/or energy use of relevant systems, or code baseline usage in the case of new construction and include a modeling of expected monetary savings to be achieved by the Project. To implement this provision, the Record Owner shall obtain an Energy Assessment from a qualified provider approved by the Program Administrator. The cost of the Energy Assessment, as well as the cost of any other third-

party review of the Energy Assessment, may be included in the Assessment Amount (defined in Schedule I).

(ii) Upon completion of the Project, the Record Owner shall submit a post-construction report to the Governmental Unit or the Program Administrator in a form provided by the Program Administrator. This report shall contain:

(1) A statement that Project has been completed in accordance with the Plans and the Transaction Documents, and that the systems are performing as expected; and

(2) Identification and discussion of any substitutions, compromises, or variances between the final Plans and Transaction Documents with the as-built conditions of the Project.

(h) *Property Transfers.* The Record Owner covenants that it will provide the Governmental Unit, any Assignee, the Program Administrator and the capital provider notice of any sale or transfer of interest to fee title in the Property after the Effective Date concurrently with such transfer or sale, and no later than three (3) business days thereafter.

Section 6. Lien; Foreclosure.

(a) *Lien.* The Assessment, in the amount of the Assessment Amount, the interest thereon, the Assessment Administrative Fees, any other amounts due and payable by the Record Owner under this Contract and the Act, and any interest and penalties allowable on any past-due amounts thereof and any indemnification and reimbursement obligations (collectively, the "Assessment Obligations"), shall constitute a lien against the Property until it is paid, which lien shall be coequal to and independent of the lien for general taxes.

(b) *Foreclosure.* The Record Owner acknowledges and agrees that if any portion of the Assessment Obligations is not paid when due, the Governmental Unit shall have all rights and remedies for such non-payment as it does with respect to delinquent property taxes and other delinquent special assessments as set forth in Article 9 of the Illinois Municipal Code, including the lien, sale, and foreclosure remedies described in that Article ("Enforcement Remedy"). Any Assignee shall have and possess the delegable powers and rights at law or in equity as the Governmental Unit would have with respect to an Enforcement Remedy with regard to (i) the precedence and priority of liens evidenced by this Contract, (ii) the accrual of interest, and (iii) the fees and expenses of collection, and shall have the right to enforce such liens through an Enforcement Remedy. The Record Owner acknowledges that the Assignee may obligate itself, through a covenant with the owners of the Bonds, to exercise an Enforcement Remedy with respect to enforcement of delinquent Assessment Obligations under circumstances specified in such covenant.

Section 7. Financing or Refinancing of the Project. The parties hereby agree that the net proceeds of the Bonds or interim financing provided by a Warehouse Fund, if applicable, allocable to the Assessment shall be used to finance or refinance the Project.

Section 8. Term; Contract Runs with the Land; Division.

(a) Except as otherwise set forth in this Contract, this Contract shall expire upon the final payment or prepayment of the Assessment.

(b) This Contract establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land.

(c) The obligation to pay the Assessment Obligations is an obligation of the Property and no agreement or action of the Record Owner shall be competent to impair in any way the rights of the Governmental Unit or the Program Administrator or the rights of any Assignee, including, but not limited to, the right to pursue judicial foreclosure of the Assessment lien or the right to enforce the collection of the Assessment Obligations or any installment thereof against the Property.

(d) In the event the Property is divided while the Assessment remains unpaid, the unpaid installments of the Assessment Obligations shall be segregated and apportioned by the Governmental Unit or the Assignee or the Program Administrator or a third party acting on its behalf in accordance with a method selected by it in its good faith judgment.

Section 9. Recordation of Documents. The Governmental Unit or the Assignee or the Program Administrator or other third party acting on its behalf shall record or cause to be recorded in the office of the County Recorder this Contract and any other documents required by applicable law or any Assignee to be recorded.

Section 10. Notice. The Record Owner shall provide written notice to any subsequent purchaser of the Property, or a portion thereof, of the obligation to pay the Assessment.

Section 11. Waivers, Acknowledgment and Contract.

(a) Since the Assessment is voluntary and imposed, in accordance with the Act, pursuant to this Contract, the Record Owner hereby waives any requirements otherwise applicable to special assessments under any other provision of Illinois law, for notice or public hearing.

(b) The Record Owner hereby waives its right to appeal or contest the Assessment or to file any lawsuit or other proceeding to challenge the Assessment or any aspect of the proceedings of the Governmental Unit undertaken in connection with the PACE Program. The Record Owner hereby agrees that the Record Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation and maintenance of the Project. The Record Owner hereby acknowledges that the Record Owner and its successors in interest to fee title in the Property will be responsible for payment of the Assessment regardless of whether the Project is properly installed, operated, maintained or performs as expected.

(c) The Record Owner hereby agrees that the Governmental Unit is entering into this Contract solely for the purpose of assisting the Record Owner with the financing or refinancing of the Project, and that neither the Governmental Unit, any Assignee, the Program Administrator nor any third party acting on its behalf has any responsibility of any kind for, and shall have no

liability arising out of, the installation, operation, financing, refinancing, maintenance or performance of the Project. The Record Owner hereby certifies to the Governmental Unit that the Governmental Unit has complied with the provisions of Section 25 of the Act. The Record Owner hereby waives the right to recover from and fully and irrevocably releases the Financing Parties from any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), relating to the subject matter of this Contract that the Record Owner may now have or hereafter acquire against the Financing Parties.

Section 12. Indemnification.

(a) The Record Owner agrees to indemnify, defend, protect, and hold harmless the Financing Parties from and against all losses, Liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all out-of-pocket litigation costs and attorney's fees) and any demands of any nature (collectively "Claims") related directly or indirectly to, or arising out of or in connection with (i) the Record Owner's participation in the PACE Program, (ii) the Assessment and the Assessment Obligations, (iii) the Project, or (iv) any other fact, circumstance or event related to the subject matter of this Contract, regardless of whether such Claims accrue before or after the Effective Date.

(b) The provisions of this Section shall survive the termination of this Contract and payment in full of the Assessment Obligations.

Section 13. Right to Inspect Property. The Record Owner hereby grants the Governmental Unit or any Assignee, the Program Administrator or any third party acting on its behalf, or any owner of the Bonds or any third party acting on its behalf, and their respective agents and representatives the right to enter at any reasonable time, upon reasonable notice, to inspect the Project. The Record Owner further hereby grants such persons the right to examine and copy any documentation relating to the Project.

Section 14. PACE Project Application. The Record Owner hereby represents and warrants to the Governmental Unit, each Assignee and the Program Administrator, that the information set forth in the PACE Project Application submitted to the Governmental Unit or the Program Administrator in connection with its request for PACE Funding is true and correct as of the Effective Date, and that the representations set forth in the PACE Project Application with respect to the Property and the Record Owner are true and correct as of the Effective Date as if made on the Effective Date.

Section 15. Amendment. This Contract may be modified or amended only by the written agreement of the Governmental Unit (or its Assignee, as applicable) and the Record Owner and the consent of the Assignee, if any.

Section 16. Binding Effect; Assignment. This Contract inures to the benefit of and is binding upon the Governmental Unit and the Record Owner and its respective successors and assigns. The Governmental Unit has the right to assign any or all of its rights and obligations under this Contract without the consent of the Record Owner. Each of the Authority (either

directly or via an intermediate assignment), any bond trustee (either directly or via an intermediate assignment), the Warehouse Fund or any other Assignee shall be a “permitted assignee” (as defined in the Act) for any purpose hereunder.

Section 17. Exhibits. Exhibit A, Schedule I, Schedule II and Schedule III attached to this Contract are incorporated into this Contract by this reference as if set forth in their entirety in this Contract.

Section 18. Severability. If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Contract.

Section 19. Corrective Instruments. The Governmental Unit (or its Assignee, as applicable) and the Record Owner, with the consent of the Assignee, if any, shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Contract; provided, however, the prior written consent of the Authority shall be obtained in connection with any such amendment or supplement if Bonds are issued through the Authority, pursuant to subsection (d) of Section 825-65 of the Authority Act; provided, further, however, if applicable, the prior written consent of the Warehouse Fund shall be obtained in connection with any such amendment or supplement if funding by the Warehouse Fund is outstanding.

Section 20. Governing Law: Venue. This Contract shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and performed in the State of Illinois. This Contract shall be enforceable in the State of Illinois, and any action arising hereunder shall (unless waived by the Governmental Unit in writing) be filed and maintained in the Circuit Court of [INSERT GOVERNMENTAL UNIT’S PREFERRED COUNTY] County; provided, however, that if Bonds are issued through the Authority, such action shall be filed and maintained in the Circuit Court of Cook County; provided, however, that actions to foreclose delinquent installments of the Assessment shall be filed and maintained in the Circuit Court of the County identified in Exhibit A.

Section 21. Counterparts. This Contract may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 22. Electronic Signatures.

(a) The parties hereto acknowledge and agree that this Contract may be executed by one or more electronic means (“Electronic Signatures”). Each party hereto agrees that Electronic Signatures provided by such party shall constitute effective execution and delivery of this Contract by such party to all other parties to or relying on this Contract. Each party hereto agrees that Electronic Signatures shall constitute complete and satisfactory evidence of the intent of such party to be bound by those signatures and by the terms and conditions of this Contract as signed. Each party hereto agrees that Electronic Signatures shall be deemed to be original signatures for all purposes.

(b) Each party hereto agrees to accept Electronic Signatures provided by any and all other parties to this Contract as (i) full and sufficient intent by such parties to be bound hereunder, (ii) effective execution and delivery of this Contract, and (iii) constituting this Contract an original for all purposes, without the necessity for any manually signed copies to be provided, maintained or to exist for back up or for any other purpose.

(c) If Electronic Signatures are used to execute this Contract, each party hereto hereby accepts the terms of, and intends and does sign, this Contract by its Electronic Signature hereto.

Section 23. Transaction Documents.

(a) The Record Owner acknowledges and agrees that the entire agreement between Record Owner and the Governmental Unit includes the Transaction Documents.

(b) By executing this Contract, the Record Owner acknowledges and agrees that:

(i) The Record Owner has had sufficient time to review and has reviewed each of the Transaction Documents and has had the opportunity to ask any questions of the Governmental Unit, the Program Administrator, or the Assignee that Record Owner may have regarding such Transaction Documents;

(ii) The Record Owner acknowledges receipt of and has reviewed, understands and agrees to each and every additional requirement and term contained in the Program Guidelines; and

(iii) The Record Owner has reviewed, understands, agrees to and affirms each and every representation and warranty contained in the Record Owner's PACE Application and the Program Guidelines.

Section 24. Execution and Return of Contract. The Record Owner must execute and return this Contract to the Governmental Unit or the Program Administrator at the address set forth in the "Notice Information" section of Exhibit A so that it is received by the Governmental Unit or the Program Administrator not later than the expiration date set forth on Exhibit A. If the Record Owner fails to return this Contract so executed to the Governmental Unit or the Program Administrator by the expiration date, the Governmental Unit reserves the right to require the Record Owner to enter into a new Contract. The signature of each person signing as or on behalf of the Record Owner must be notarized by a duly licensed notary unless executed by Electronic Signatures.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Governmental Unit and the Record Owner have caused this Contract to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

Record Owner:

[INSERT FORMAL NAME OF RECORD OWNER]

By:

Name: _____

Title: _____

STATE OF _____)

)

COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, the _____ of _____, a _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument, pursuant to authority given by said _____, as _____ own free and voluntary act, and as the free and voluntary act of the municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of _____, _____.

Notary Public

My Commission Expires: (SEAL)

IN WITNESS WHEREOF, the Governmental Unit and the Record Owner have caused this Contract to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

Governmental Unit: Authorized
Signatory

Name (*Please Print*)

Signature

Date of Execution

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, the _____ of the Governmental Unit, a [village/city/county/town] duly organized and validly existing under the Constitution and the laws of the State of Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that ____ signed and delivered the said instrument, pursuant to authority given by said municipal corporation, as _____ own free and voluntary act, and as the free and voluntary act of the municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of _____, _____.

Notary Public

My Commission Expires: (SEAL)

EXHIBIT A

**RECORD OWNER, DESCRIPTION OF PROPERTY, DESCRIPTION OF PROJECT,
TRANSACTION DOCUMENTS, OUTSIDE COMPLETION DATE, IDENTIFICATION
OF CIRCUIT COURT, NOTICE INFORMATION AND EXPIRATION DATE**

Record Owner: [INSERT FORMAL NAME OF RECORD OWNER]

Description of Property:

[INSERT COMMON PROPERTY STREET ADDRESS]

PINS: [TO BE COMPLETED]

County: [INSERT COUNTY IN WHICH PROPERTY IS LOCATED]

Description of Project:

The Project consists of the following (check all that apply):

___ Energy Efficiency Improvement

_____ Alternative Energy Improvement

___ Water Use Improvement

_____ Renewable Energy Improvement

___ Resiliency Improvement

Transaction Documents:

[To be Completed]

Outside Completion Date: [To be inserted]

Identification of Circuit Court for Foreclosure Actions:

Expiration Date: [___]

Notice Information:

If to PACE Program:

With a copy to

If to Record Owner:

With a copy to

Legal Description:

[INSERT FORMAL PROPERTY LEGAL DESCRIPTION]

SCHEDULE I

TERMS OF ASSESSMENT AND SCHEDULE OF ANNUAL ASSESSMENT AMOUNTS, INCLUDING PRINCIPAL, INTEREST AND ESTIMATED ASSESSMENT ADMINISTRATIVE FEES

Terms of the Assessment

Closing Date: [_____]

Redemption Dates: [June 1 and December 1]

Interest Rate: [_____]

Term: [_____]

Prepayment: The Assessment may be prepaid, in whole or in part, as described in Section 3(f) of this Contract and as set forth below:

(i) In the event the Project is completed and the full amount of the Assessment was not utilized to complete the Project such that there are excess proceeds on deposit with respect to the Project remaining after such completion of the Project, then, such excess funds shall be applied as a prepayment of the Assessment and, if applicable, the Bonds shall be redeemed in accordance with the applicable Bond documents. Such prepayment shall not reduce the amount of the Annual Assessment Installments as set forth in Schedule I attached hereto except for the last Annual Assessment Installments to the extent necessary to reflect the application of such prepayment to such last installments. Notwithstanding anything to the contrary contained in this Contract or any of the exhibits or schedules to this Contract, the payment of such excess funds as provided in the first sentence of this clause (i) shall not be subject to any of the requirements of Section 3(f) of this Contract, and it shall not be required that any such payment be made on any particular date, any such payment be subject to a minimum amount or the Minimum Prepayment Amount, or that there be any Redemption Premium paid in connection therewith, as a result thereof or as a condition thereto.

(ii) In the event the Record Owner makes a Prepayment of the Assessment and the Property constitutes more than one parcel (i.e., more than one PINs), the Program Administrator in consultation with the Governmental Unit shall have the right to apply the Assessment Prepayment Amount to one or more of such parcels as determined by the Program Administrator and the Governmental Unit in their sole and absolute discretion such that the Assessment Amount with respect to the parcel or parcels to which the Program Administrator in consultation with the Governmental Unit applies the Assessment Prepayment Amount shall be reduced by the portion of the Assessment Prepayment Amount applied to such parcel or parcels.

Minimum Prepayment Amount: \$[_____]

Redemption Terms:

<u>Prepayment Date</u>	<u>[Redemption] Premium</u>

The Assessment

Annual Assessment Amount: The “Annual Assessment Amount” is the Assessment Installment and Assessment Administrative Fees collectible under this Contract in a given calendar year, and as estimated pursuant to the Schedule of Annual Assessment Amounts below.

Assessment Administrative Fees: The “Assessment Administrative Fees” means, as set forth in Section 3(e) of this Contract, all amounts necessary in order to pay for the costs of collecting the Assessment (including any and all costs of enforcement, including foreclosure or other remedies for default on the Assessment), the administration of the Assessment, the administration of the Bonds or the Warehouse Fund, other administrative costs and any amounts the Record Owner may owe for indemnification as set forth in Section 12 hereto.

Assessment Amount: The initial amount of the Assessment (the “Assessment Amount”) that is the total of all costs, fees, and expenses eligible for financing, as set forth in the chart below and described as follows: the cost of the Project (“Project Cost”), including the cost of materials and labor necessary for installation, permit fees, inspection fees, and other eligible costs, fees and expenses related to the acquisition, construction, installation, or modification of the Project; program administrative fees (“Program Fees”), including the costs and fees of the Program or other fees that may be charged to the Record Owner in connection with the application for PACE Funding, the execution of this Contract, the costs of issuance of Bonds by the Governmental Unit or the Authority and the provision of interim financing by the Warehouse Fund; other third-party fees, costs, and expenses (“Other Fees”) that may be incurred by or charged to the Record Owner in connection with the execution of this Contract, the issuance of Bonds and the provision of interim financing, including property specific legal reviews and recording fees; prepaid interest that is capitalized (“Capitalized Interest”); a debt service reserve, if required (“Debt Service Reserve”); and any fees charged by any capital provider purchasing the Bonds upon issuance and Warehouse Fund (“Capital Provider Fees”).

Project Cost	\$[_____]
Program Fees	\$[_____]
Other Fees	\$[_____]
Capitalized Interest	\$[_____]
Debt Service Reserve (if required)	\$[_____]
Capital Provider Fees	\$[_____]
Assessment Amount	\$[_____]

[The Assessment shall be allocated among the PINs in the [years and] amounts as set forth

below][in an amendment to this Schedule I which shall be executed when the Bonds are issued or interim financing is provided].]² Record Owner consents and agrees to the allocation of the Assessment as set forth below and further agrees that Record Owner shall not have the right to subdivide any parcels of the Property, whether identified by PIN herein or otherwise, without first either (a) prepaying the Assessment in full in accordance with the terms of this Contract, or (b) obtaining the prior written consent of the owners of the Bonds or the Warehouse Fund, as the case may be, which consent may be withheld in their sole and absolute discretion.

Assessment Installment: Each “Assessment Installment” is the annual amount of the Assessment Amount and the interest thereon due under this Contract as further set forth in the Schedule of Annual Assessment Amounts below.

Assessment Obligations: The “Assessment Obligations” include the Assessment Amount, any Assessment Administrative Fees, all Assessment Installments, any interest and penalties allowable on due but unpaid Annual Assessment Amounts, and any other amounts due and payable by the Record Owner under this Contract.

Schedule of Annual Assessment Amounts: The anticipated schedule of Annual Assessment Amounts due under this Contract is set forth below.

² **Drafting Note:** This bracketed language, or a variation thereof, should be used for Properties comprised of more than one tax parcel or PIN, and should be deleted for Properties comprised of only one tax parcel.

Assessment Amount: \$[]³

[illegible]

***Subject to change as set forth in Section 3(e) of this Contract.**

³ **Drafting Note:** This table should be repeated for multi-PIN or tax parcel properties. It may be removed for single-Pin or tax parcel properties.

SCHEDULE II

DISCLOSURES AND EXCEPTIONS; PERMITTED LIENS

[TO BE COMPLETED BY RECORD OWNER, IF ANY]

SCHEDULE III

ENVIRONMENTAL SCHEDULE

[TO BE COMPLETED BY RECORD OWNER, IF ANY]

APPENDIX B

Form of Assignment Agreement

(THE ABOVE SPACE FOR RECORDER'S USE
ONLY)

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “*IFA Assignment*”) is made and entered into effective as of [INSERT DATE], 20[___] (the “*Effective Date*”), by and between [INSERT NAME OF GOVERNMENTAL UNIT], a [village/city/county/town] duly organized and validly existing under the Constitution and the laws of the State of Illinois (the “*Governmental Unit*”) and the ILLINOIS FINANCE AUTHORITY, a body politic and corporate created and existing under and by virtue of the laws of the State of Illinois (along with its successors and assigns, the “*Authority*,” and, together with the Governmental Unit, each a “*Party*” and collectively the “*Parties*”).

RECITALS

WHEREAS, [Insert Name of Property Owner], a [Insert Corporate Designation] (the “*Property Owner*”) is the owner of certain real property located at [Insert Street Address of Property] (“*Property*”).

WHEREAS, the Property Owner has applied to the Governmental Unit for assistance in financing or refinancing a certain “energy project” (as defined in the Property Assessed Clean Energy Act, 50 ILCS 50/1 et seq., as amended (the “*PACE Act*”)) at the Property (the “*Project*”).

WHEREAS, [INSERT NAME OF PROGRAM ADMINISTRATOR], a [INSERT CORPORATE DESIGNATION], is authorized to act as a program administrator (together with any successors thereto, the “*Program Administrator*”) to administer its property assessed clean energy program (the “*PACE Program*”) within its jurisdictional boundaries (the “*PACE Area*”).

WHEREAS, to finance or refinance the Project, the Governmental Unit and the Property Owner have entered into that certain Assessment Contract dated as of [INSERT DATE], 20[___]

(“**PACE Contract**”) pursuant to which, *inter alia*, (i) the Governmental Unit, through the Program Administrator, has agreed to arrange financing for the Project through the issuance of bonds, (ii) the Property Owner has agreed to repay such financing by consenting to the imposition of an annual assessment on the Property payable in installments (“**Assessment Installments**”), and has agreed to pay certain administrative expenses (“**Assessment Administrative Fees**”), (iii) the Property Owner has consented to the assignment of the PACE Contract to secure any bonds issued to finance the Project, and (iv) the Governmental Unit has agreed to impose such assessment and to direct that the Assessment Installments be paid directly to the Governmental Unit or its designee.

WHEREAS, the Governmental Unit and the Property Owner have requested that the Authority provide financing for the Project, and the Authority has agreed to provide such financing by issuing revenue bonds secured by the PACE Contract (the “**Bonds**”) pursuant to a Master Indenture (the “**Indenture**”) dated as of [] among the Authority, [INSERT NAME OF BANK], as trustee (the “**Trustee**”) and [INSERT NAME OF CAPITAL PROVIDER] (the “**Capital Provider**”) and lend the proceeds of such Bonds to the Property Owner in one or more advances to pay, or to reimburse the Property Owner for payment of, the costs of the Project, subject to the terms and conditions contained in the PACE Contract and the Indenture, and as authorized pursuant to [Resolution] (the “**PACE Bond Resolution**”) of the Authority authorizing the sale of Bonds to the Capital Provider or its Designated Transferee as defined in the Indenture.

WHEREAS, interim financing through a warehouse fund to be provided by the Capital Provider or the Authority (the “**Interim Financing**”) may be utilized prior to the issuance of the Bonds, and the Authority has approved the use of interim financing pursuant to Resolution No. 2019-0910-CF08.

WHEREAS, as one condition, among others, to issuing the Bonds and, if applicable, utilizing Interim Financing, and lending the proceeds thereof, the Authority requires the Governmental Unit to assign, and the Governmental Unit wishes to assign, all of its rights, title and interest (reserving to itself only the “Reserved Rights” specified herein) in the PACE Contract, including the right to receive Assessment Installments and Assessment Administrative Fees from the Property Owner, to the Authority, subject to and upon the terms and conditions set forth herein, and the Property Owner has consented to such pledge and assignment.

WHEREAS, one condition among others to any Interim Financing provided by the Capital Provider, if applicable, is for the Authority to assign to the Capital Provider its rights, title and interest, other than Reserved Rights, in the PACE Contract until such time as the Bonds are issued.

WHEREAS, pursuant to the Indenture, as security for the Bonds, the Authority will pledge and assign to the Trustee all of its right, title and interest in and to the PACE Contract (other than certain "Authority Reserved Rights" as defined therein), including the right to receive and apply the Assessment Installments, and certain other funds, property and collateral, collectively defined as the "Security" in the Indenture, and the Property Owner has consented to such pledge and assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Governmental Unit and the Authority agree as follows:

Section 1. Assignment and Assumption of PACE Contract. The Governmental Unit hereby assigns to the Authority all of the Governmental Unit's right, title and interest in and to the PACE Contract, other than its rights to indemnification and payment of Governmental Unit's costs and expenses, and any rights and obligations of the Governmental Unit to pursue an "Enforcement Remedy" (as defined in Section 6(b) of the PACE Contract) which may be non-delegable as a matter of law, as set forth in the PACE Contract (the "***Reserved Rights***"). The Authority hereby assumes, as of the date hereof, and agrees to perform or cause to be performed all of the Governmental Unit's obligations under the PACE Contract from and after the date hereof, subject to its right to assign such obligations pursuant to an assignment of the PACE Contract.

Section 2. Governmental Unit's Representations and Warranties; Disclaimer.

(a) **Representations and Warranties.** The Governmental Unit hereby represents and warrants that, as of the date of this IFA Assignment:

- (i) It is a Governmental Unit duly organized and validly existing under the Constitution and the laws of the State of Illinois and has all necessary power and authority to enter into this IFA Assignment and to assign its rights under the PACE Contract, other than Reserved Rights, to the Authority pursuant hereto;
- (ii) The execution and delivery of this IFA Assignment and the Governmental Unit's undertakings herein, including assignment of the Governmental Unit's rights under the PACE Contract, other than Reserved Rights, to the Authority pursuant hereto, have been duly authorized by all necessary action on the part of the Governmental

Unit and will not contravene or violate the Governmental Unit's municipal or county authority;

- (iii) The Governmental Unit has not previously assigned or transferred any of its rights under the PACE Contract.
- (iv) This IFA Assignment and the PACE Contract constitute the legal, valid and binding obligations of the Governmental Unit enforceable in accordance with their respective terms and, upon information and belief, the PACE Contract constitutes the legal, valid and binding obligation of the Property Owner, enforceable in accordance with its terms; except in either case as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, and to the application of equitable principles;
- (v) The execution, delivery and performance by the Governmental Unit of this IFA Assignment and the transactions contemplated hereby: (A) do not contravene any provisions of law applicable to the Governmental Unit; and (B) do not conflict and are not inconsistent with, and will not result (with or without the giving of notice or passage of time or both) in the breach of or constitute a default or require any consent under any applicable court or administrative order or any credit agreement, indenture, mortgage, purchase agreement, deed of trust, security agreement, lease, guarantee or other instrument to which the Governmental Unit or its property may be subject, or the PACE Act; and
- (vi) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to its knowledge threatened, against the Governmental Unit seeking to restrain or enjoin or in any way contesting the validity or enforceability of this IFA Assignment or the PACE Contract.

(b) Disclaimer. Except as set forth in this Section 2, the Governmental Unit (i) has not heretofore made, nor does it make by this IFA Assignment, any representations or warranties with respect to the Property, including any warranty of title or any environmental matters, and (ii) makes no representation or warranty in connection with, and

assumes no responsibility with respect to, the solvency, financial condition or statements of the Property Owner, or with respect to the performance or observance by the Property Owner of its obligations under the PACE Contract.

Section 3. Authority's Representations. The Authority represents that, as of the date of this IFA Assignment, it is a body politic and corporate created and existing under and by virtue of the laws of the State of Illinois and has full power and authority to enter into and to perform its obligations under this IFA Assignment; and when executed and delivered by the respective parties thereto, this IFA Assignment will constitute the legal, valid and binding obligations of the Authority enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitation on legal remedies against the Authority.

Section 4. Consideration. The Governmental Unit acknowledges and agrees that the assumption by the Authority of the Governmental Unit's obligations under the PACE Contract and the issuance of the Bonds and the loan to the Property Owner are of substantial benefit to the Governmental Unit as a source of liquidity and financing or refinancing of the Project, and constitute good, valuable, fair and adequate consideration for the Governmental Unit's assignment as contemplated herein.

Section 5. Delivery of Documents.

(a) As a condition to the Governmental Unit's performance of its obligations under this IFA Assignment, the Authority shall have delivered to the Governmental Unit an original of this IFA Assignment, in recordable form, duly executed by the Authority.

(b) As a condition to the Authority's performance of its obligations with respect to this IFA Assignment, the Governmental Unit shall have delivered to the Authority all of the following, in form and substance reasonably satisfactory to the Authority: (i) a certified true and correct copy of the PACE Contract, in recordable form, bearing the original signature(s) of the Property Owner and the Governmental Unit and (ii) an original of this IFA Assignment, in recordable form, duly executed by the Governmental Unit.

(c) As a condition to each Party's performance of its obligations under this IFA Assignment, all of the Authority's, the Governmental Unit's and the Property Owner's respective representations and warranties contained in the PACE Contract and this IFA Assignment, as applicable, shall be true and correct on the date of the execution of this IFA Assignment.

Section 6. Recording of Documents. Upon the execution of this IFA Assignment by both Parties hereto, the Governmental Unit shall direct the Program Administrator to record this IFA Assignment in the office of the Recorder for the County in which the Property is situated.

Section 7. Acknowledgement and Consent to Further Assignment. By execution of this IFA Assignment, the Governmental Unit hereby acknowledges and consents to any assignment of the PACE Contract by the Authority, subject to the Reserved Rights and any reassignment of the PACE Contract.

Section 8. Successors and Assigns. This IFA Assignment shall be binding on, and inure to the benefit of, the parties hereto, their respective successors in interest, and their respective assigns.

Section 9. Governing Law; Submission to Jurisdiction. This IFA Assignment shall be governed exclusively by and construed in accordance with the internal laws of the State of Illinois applicable to contracts to be wholly performed therein. This IFA Assignment shall be enforceable in the State of Illinois, and any action arising hereunder shall (unless waived by the Authority in writing) be filed and maintained in the Circuit Court of Illinois, County of Cook.

Section 10. No Effect on PACE Contract. Nothing in this IFA Assignment, express or implied, is intended to or shall be construed to modify, expand, or limit in any way the terms of the PACE Contract. To the extent that any provision of this IFA Assignment conflicts or is inconsistent with the terms of the PACE Contract, the PACE Contract will govern. All terms not defined herein shall be given the meaning ascribed to such terms in the Indenture.

Section 11. Amendment. This IFA Assignment may not be modified or amended, except in writing executed by both Parties.

Section 12. Severability. If any provision of this IFA Assignment is declared void or unenforceable by any court or government authority, the remaining provisions of this IFA Assignment shall be effective and shall control.

Section 13. Entire Agreement. This IFA Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof. This IFA Assignment supersedes and replaces any prior or contemporaneous oral or written understandings, agreements, or representations between the parties.

Section 14. Recitals. The provisions set forth in the Recitals are made a part of this Assignment and are incorporated by reference into the terms hereof.

Section 15. Counterparts. This IFA Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one single agreement between the parties. Signatures sent digitally will be deemed to be original signatures for all purposes.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this IFA Assignment to be executed as of the day and year first above written.

Governmental Unit:

_____, [Title]
_____, Signature

Date: _____
Month/Day/Year

STATE OF _____)
)
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, the _____ of _____, a _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument, pursuant to authority given by said _____, as _____ own free and voluntary act, and as the free and voluntary act of the municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of _____, _____.

Notary Public

My Commission Expires: (SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this IFA Assignment to be executed as of the day and year first above written.

Authority:

_____, Executive Director

_____, Signature

Date: _____

Month/Day/Year

STATE OF ILLINOIS)

)

COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, the _____ of _____, a _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument, pursuant to authority given by said _____, as _____ own free and voluntary act, and as the free and voluntary act of the municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of _____, _____.

Notary Public

My Commission Expires: (SEAL)

City Clerk

DATE: 6/1/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing the City Manager to Enter into a Grant Agreement between the City of Decatur and State of Illinois Department of Commerce & Economic Opportunity for Community Development and Violence Prevention.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Backup Material - Notice of State Award	Backup Material
Backup Material - Proposal	Backup Material

June 1, 2023

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

FROM: Scot Wrighton, City Manager

RE: DCEO GRANT-DG230094 (Community Development & Violence Prevention), & Agreement with Good Samaritan Inn for a Workforce/Urban Ag Project, & Agreement with Old Kings Orchard Community Center for Urban Ag and Program Recreation site [Agenda Items 8, 9 & 10]

A key part of the city's neighborhood revitalization initiative is the creation of 'catalyst' projects in urban core neighborhoods. These are large, visible projects that rehabilitate or repurpose properties on a large enough scale that they can have a catalyst, associative impact or positive spill-over effect on adjacent properties in the same neighborhood. In the Johns Hill neighborhood, the catalyst project was the new Johns Hill School, along with the new neighborhood infrastructure and recreational enhancements funded by the Howard Buffett Foundation. In the Neighborhood United area, the rehabilitation and repurposing of the old Garfield School site, linked with a complete redesign of Garfield Park, will be the neighborhood catalyst project. In both of these neighborhoods, the city hopes catalyst projects will (along with other revitalization strategies) reverse housing stock decline and increase the percentage of owner-occupancy in existing and new housing. Each neighborhood's catalyst project will be different since the needs and redevelopment possibilities of each neighborhood are unique.

Finding the right catalyst project for the Old Kings Orchard (OKO) neighborhood presents a different challenge because much of this neighborhood likely cannot be restored to the single-family residential community it was throughout most of the 20th Century. The OKO neighborhood now includes fewer and fewer residential structures every year. The city has not been able to locate any party interested in developing new or rehabilitated housing in OKO. Former single-family homes have been replaced by some small businesses on the periphery of the neighborhood. In the neighborhood's interior there are increasing numbers of institutional land uses (Good Samaritan Inn, Old Kings Orchard Community Center, God's Shelter of Love sites, the expansion of the Grace United Methodist Church campus, etc.). OKO also has one of the highest numbers of vacant/unutilized empty lots among the city's urban core neighborhoods.

Last year the city completed a swap of vacant lots with Tom Kowa whereby the city gave him surplus vacant lots south of Marietta Street in exchange for him giving the city all the lots he owned north of Marietta Street. As a result, the city now owns a disproportionate number of vacant lots north of Marietta Street, and is the largest landowner in OKO north of Marietta Street. All of Mr. Kowa's lots, plus the lots the city transferred to him, were later transferred to the OKO Community Center, making this non-profit entity the largest landowner in OKO south of Marietta Street. These swaps now facilitate the development of new land uses, including the urban agriculture and community center recreation site proposed herein (see attached map).

How should property in this neighborhood be re-purposed? After extensive and extended negotiations with Good Samaritan Inn, and with the Old Kings Orchard Community Center, it is proposed that the city support separate initiatives with each of these non-profit agencies to create multi-lot urban agriculture sites and a recreational site adjacent to one of these non-profit organizations. These projects, if approved, will become extensions of the work of Good Samaritan Inn and Old Kings Orchard Community Center respectively. Project proposals from both Good Samaritan Inn, and from Old Kings Orchard Community Center, are attached. Both entities will create or significantly expand urban agriculture, and one will add a recreational field to augment and expand its current programs. If approved, public funds will be used to defray one-time capital expenses to improve property in the OKO neighborhood, after which each non-profit entity will be responsible for their ongoing program operations. But I would argue that the city would really be investing in changing peoples' lives, as well as changing land uses, because both organizations will expand their existing services and outreach pertaining to training individuals who have experienced difficulty entering the workforce, stepping out of unhealthy home environments and other impediments to successful living.

Highlights of the Good Samaritan Inn (GSI) Proposal:

- The city will remove structures, trees and other debris from a one-and-a-half block area to be used for urban agriculture by GSI; then the city will provide soil augmentation and re-grading to prepare the site for agriculture.
- The city will retain ownership of the property for two years to ascertain that the project is successful, and will, two years from the date of an agreement with GSI, negotiate the transfer of the property to GSI.
- GSI will employ at-risk youth and other workforce development clients who may have encountered barriers in entering the workforce, and train them in various vocational and life skills.
- GSI will pursue USDA and other grants to advance this project beyond the one-time assistance provided by the city and plan for ways they can scale-up their business model to include the production and sale of agricultural produce.

Highlights of the Old Kings Orchard Community Center (OKOCC) Proposal:

- The OKOCC will train and provide diversion programs for at-risk youth and selected workforce development clients who may have encountered barriers in living a normal and crime-free life.
- The OKOCC will take necessary steps to prepare some of their vacant lots in the OKO neighborhood for conversion to urban agriculture, and to coordinate with GSI so that they do not grow the same products.
- The city will help fund a recreational field immediately across West Green Street, south of the existing OKOCC building, which will be used to expand the program offerings of the OKOCC.

Urban Ag in Decatur will be an experiment-in-progress. There is not a lot of literature available on how to convert former residential neighborhoods into urban agriculture projects. However, we have done some analysis of this, and this information is also attached.

FINANCING THE PROJECTS

Through the efforts of Senator Doris Turner, the city received \$1 million in funding for “community development and violence reduction.” Last week the city was notified that a grant agreement for this funding had been approved. Half of the grant budget has been earmarked for the Good Samaritan Inn project. The remaining half is for new crime-fighting technology for the Police Department, a violence intervention program, and other smaller components. These non-urban Ag elements will be the subject of a future City Council agenda item later in the summer. Details about this grant (officially identified as DCEO GRANT-DG230094) are also attached.

It is proposed that the OKOCC project be funded with unallocated CDBG-CV funds. On February 6, 2023 the City Council approved a resolution allocating just over \$1 million in unallocated CDBG-CV funds to four (4) projects, pending additional details from staff. The four are:

1. Realignment and reconfiguration of Garfield Park
2. Acquisition, campus realignment and improvement of Wee Folks properties
3. Additional rent and utility assistance to needy citizens, managed by DOVE, Inc.
4. Old Kings Orchard property repurposing & Urban Ag project

Subsequently, agreements with DOVE, Inc. and with the new owner of the former Wee Folks building have already been approved by the City Council. The attached proposal from OKOCC corresponds to #4 above.

Representatives from Good Samaritan Inn and Old Kings Orchard Community Center will make brief presentations at the Monday council meeting. It is requested that the City Council: authorize the city manager to: 1) negotiate and enter-in to an agreement with the State of Illinois for the funding and administration of DCEO GRANT-DG230094; 2) negotiate and enter-in to an agreement with Good Samaritan Inn to implement their proposal; and 3) negotiate and enter-in to an agreement with OKOCC to implement their proposal.

RESOLUTION NO. R2023- _____

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT
AGREEMENT BETWEEN THE CITY OF DECATUR AND STATE OF ILLINOIS
DEPARTMENT OF COMMERCE & ECONOMIC OPPORTUNITY FOR
COMMUNITY DEVELOPMENT AND VIOLENCE PREVENTION**

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

Section 1. That the City Manager is authorized to enter into a grant agreement between the City of Decatur and State of Illinois Department of Commerce & Economic Opportunity for community development and violence prevention.

Section 2. That the City Manager is hereby, authorized and directed to sign such grant agreement for community development and violence prevention.

PRESENTED AND ADOPTED this 5th day of June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Illinois Grant Accountability and Transparency Notice of State Award

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Commerce And Econ Opp Department/Organziation Unit: The Office of Grant Management
State Award ID Number (SAIN)	2725-41293
State Program Description	The Governor and the General Assembly direct the Department of Commerce and Economic Opportunity (DCEO) to administer grants for specific miscellaneous purposes to bolster the state's economy, promote a clean environment, and improve the overall quality of life throughout the state of Illinois. This grant program is available to any entity named in a DCEO direct line item appropriation with the State's General Revenue Fund identified as the funding source and no and/or minimal specific Intent/purpose identified within the appropriation. Eligible costs for this program can be programmatic and/or capital in nature, for the purpose of improving the provision of services to the public.
Announcment Type	Initial
Agency (Grantor) Contact Information	Name: David Parr Phone: 217-524-5199 Email: david.parr@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: City of Decatur, Illinois Address: 1 Gary K Anderson Plaza, Decatur, IL 62523 Phone: 217-450-2240 Email: aharper@decaturil.gov
Grantee Identification	GATA: 671827 UEI: HCL3MP6L8XV5 FEIN: 376001308
Period of Performance	Start Date: 7/1/2022 End Date: 6/30/2024

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
001	420-00-2725		\$1,000,000.00
TOTAL			\$1,000,000.00
(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.			

**Illinois Grant Accountability and Transparency
Notice of State Award**

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: 0% Base: Waive Period: 1/1/2023-12/31/2023
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code
Grantor-Specific Term(s)	This Notice of State Award (NOSA) is not an agreement. This NOSA is not a guarantee of an agreement. Grantor-Specific Terms that will be included in the final grant agreement can be found at: https://www2.illinois.gov/dceo/AboutDCEO/GrantOpportunities/Pages/GranteeResources.aspx
Program-Specific Term(s)	N/A THE FOLLOW ARE GATA EXCEPTIONS AND ARE NOT REQUIRED FOR THIS PROGRAM: MERIT BASED REVIEW NOTICE OF FUNDING OPPORTUNITY

Illinois Grant Accountability and Transparency Notice of State Award

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE

The nature of the additional requirements

GATA Conditions:

03 - Financial and Programmatic Reporting

Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.

Agency Adjustments / Explanation:

None

The reason why the additional requirements are being imposed

GATA Conditions:

03 - Financial and Programmatic Reporting

Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

Agency Adjustments / Explanation:

None

The nature of the action needed to remove the additional requirement, if applicable

GATA Conditions:

03 - Financial and Programmatic Reporting

Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.

Agency Adjustments / Explanation:

None

The time allowed for completing the actions, if applicable

GATA Conditions:

03 - Financial and Programmatic Reporting

One year.

Agency Adjustments / Explanation:

None

The method for requesting reconsideration of the additional requirements imposed

GATA Conditions:

03 - Financial and Programmatic Reporting

One year.

Agency Explanation:

Written request.

**Illinois Grant Accountability and Transparency
Notice of State Award****SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC****The nature of the additional requirements****Agency Adjustments / Explanation:**

None.

The reason why the additional requirements are being imposed**Agency Adjustments / Explanation:****The nature of the action needed to remove the additional requirement, if applicable****Agency Adjustments / Explanation:****The time allowed for completing the actions, if applicable****Agency Adjustments / Explanation:****The method for requesting reconsideration of the additional requirements imposed****Agency Explanation:**

**Illinois Grant Accountability and Transparency
Notice of State Award****SIGNATURE PAGE****Circle one:** Accept NOSA / Reject NOSACity of Decatur

Institution / Organization

Scott Wrighton

Signature

Scott Wrighton

Name of Official

City Manager

Title (Chief Financial Officer or equivalent)

5/30/23

Date of Execution

Proposal for a Decatur Community Development & Violence Prevention Plan based on the O.J.J.D.P. Model

An effective model for addressing street violence, and, in particular, gang-related or group-involved street violence, is the Office of Juvenile Justice and Delinquency Prevention's (OJJDP) Comprehensive Gang Prevention, Intervention, and Suppression Model. This model involves implementing complementary and coordinated prevention, intervention, and suppression activities in a single community at the same time. By implementing community-appropriate prevention, intervention and suppression strategies, a city can hope to reduce street-level violence, decrease recidivism, and produce a safer, healthier community.

The referenced model is explained by Megan Alderden and published by the Illinois Criminal Justice Information Authority (see attached). It is based on the experience of Illinois cities that parallel the Decatur experience, and provides a framework for the proposal below. Using this model, the city of Decatur proposes to deploy \$1 million in specially allocated funds earmarked for the city of Decatur by Senator Doris Turner in the State of Illinois' FY 2022-2023 budget for this purpose, plus an additional \$300,000 in other city of Decatur monies and ARPA/CDBG funds to make this integrated initiative successful. ARPA/CDBG funds already allocated to this project were authorized by the Decatur City Council in its 2022 budget for companion programs listed below and which advance the same objectives. The goal of this new initiative is to reduce street level violence and shootings, and enhance neighborhood stability, by using the OJJDP's 3-pronged strategy in ways that enhance the city's ongoing community development objectives.

Prevention & Intervention Strategies

1. Contract with The Tjaty Group to develop adolescent leadership, problem-solving and non-violent/safe behaviors training using curriculum developed by the Pacific Institute.
\$50,000/year x 4 (city funds)
2. Involve at-risk young adults in job training and short-term employment programs that also develop skills in crisis intervention and de-escalation of high stress situations by funding contracts for city clean-up and rehabilitation services with community partners. These partnerships with existing local non-profit organizations, some of which are already in place or have already commenced, include: Shemilah Outreach, Old Kings Orchard Community Center, Good Samaritan Inn, and Boys & Girls Club of Decatur.
\$200,000 (half city funds, half Turner grant funds)
3. Prepare, clear, and re-purpose for agricultural use approximately seven (7) acres of city-owned land, concentrated on three city blocks in the center of the Old Kings Orchard neighborhood, and lease this acreage for \$1 to Good Samaritan Inn, Inc. for them to expand their Mercy Garden programs. Good Samaritan Inn has agreed to enlarge and scale-up their programs to train at-risk youth, homeless adults and persons who have experienced chronic barriers to obtaining reliable long-term employment if the city makes this expenditure (Good Samaritan already serves this population and their program

details are attached), and generally provide some of the prevention and intervention services described in the “Prevention, Intervention and Suppression Model.” This initiative and one-time preparation of adjacent land will enable Good Samaritan to serve and impact a significantly larger number of persons who are at-risk for economic displacement or may become involved in street-level violence. Details of Good Samaritan Inn’s proposal are attached and outlined in a separate document.

\$500,000 (Turner grant funds)

4. Employ a staff person who will be 100% dedicated to identifying individuals who are at-risk for involvement in street-level violence and who will directly or indirectly (with the assistance of partner agencies listed above) connect them to existing programs and services in the community in ways that will result in less street-level violence. This person will coordinate case management in ways that actively engage at-risk persons, meet with people identified by the Police Department as likely to be involved in gang-type violence, and their families, in an effort to find customized solutions through counseling, job training, connecting them to service providers, and other strategies that will give them more advantageous options, reduce recidivism, and offer practical alternatives to violence.

\$115,000 (Turner grant funds)

Suppression Strategies

5. Enable and equip the Decatur Police Department to increase their violence deterrence capabilities, especially by strategically deploying new technologies and other police resources to known high-risk individuals that will not only result in more effective apprehension, but also enhance prosecutions of persons who commit violent crimes. Specialized equipment and other resources to advance the objectives of ‘lever pulling’ and gathering evidence to aid enhanced prosecution of the worst offenders (not already included in the Police Department’s current inventory and not included in the Department’s current budget) include: HD surveillance cameras, purchase and outfitting of a special surveillance vehicle, specialized training for Berla iVe vehicle forensics, specialized Talino forensic computers, upgraded body cameras and associated software, training on how to extract criminal information from cell phones, and a providing a contribution to Decatur Crime Stoppers to enable them to increase awards for information leading to arrest and conviction of violent offenders. Under-expenditures in other grant categories will be allocated to additional suppression strategies.

\$285,000 (Turner grant funds)

Total Program Budget

\$1,300,000

Staff, management and other project leaders will need to work closely with local judges to prepare them to effectively adjudicate arrests made under “lever pulling” initiatives described above.

City Clerk

DATE: 6/1/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing the City Manager to Negotiate Terms and Execute an Agreement Between the City of Decatur and Good Samaritan Inn for an Urban Ag Project

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Proposal	Backup Material
Location Map	Backup Material

RESOLUTION NO. R2023-_____

**RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE
TERMS AND EXECUTE AN AGREEMENT BETWEEN THE
CITY OF DECATUR AND GOOD SAMARITAN INN FOR
AN URBAN AG PROJECT**

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

Section 1. That the City Manager is authorized to negotiate terms and execute an agreement between the City of Decatur and Good Samaritan Inn.

Section 2. That the City Manager is hereby, authorized and directed to sign such agreement for an urban ag project.

PRESENTED AND ADOPTED this 5th day of June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Proposal Date: May 25, 2022

Mercy Gardens Community Development Project

Overview

- [Goals](#)
- [Scope](#)
- Timeline
 - [Year 1: Land Prep](#)
 - [Year 2-3: Cover Crop](#)
 - [Year 3-4 and Beyond: Launch and Development of Programming](#)
- [Program Overview](#)
 - [Mercy Gardens Component](#)
 - [Soft Skills Component](#)
 - [Financial Literacy Component](#)
- [Partnerships](#)
- [Funding](#)
- [Capital Needs](#)
- [Measuring Success](#)

Goals (prioritized)

1. Increase access to fresh, nutrient-dense produce with priority in food deserts
2. Create employment opportunities especially for youth
3. Bring funding in to sustain Mercy Gardens program
4. Beautify and invest in the Old King's Orchard (OKO) neighborhood

Scope

- Utilization of approx 9 acres of land in the Old King's Orchard neighborhood
- Employ up to 35 youth 25 hours/week for 18 weeks

Land Prep (Year 1)

- Remove any debris/trash/concrete/rebar etc. from the property
- Remove any trees/foliage that is undesirable
- Possibly remove alleyway to increase plot
- Infuse soil with nutrient-dense soil or compost - requires turning this new soil into the existing soil to diffuse unwanted contaminants
- Add frost-free water access points across land



Cover Crop (Year 2-3)

- Plant clover or similar cover crop in area to draw more contaminants out of the soil and prepare it for proper growing
- Sample soil quarterly to check progress - repeat if needed a second year
- Construct building/storage structure

Programming (Year 2-3 and beyond)

Mercy Gardens Component

- Participants will prepare, cultivate, plant, weed, and harvest 9 acres of land in the OKO neighborhood
- Other skills possibly gained:
 - Forklift Operation
 - Riding Mower Operation
 - Landscaping/Weed Eating
 - Property Maintenance
- Produce / Plants harvested could be used in several ways:
 - Donated to local food pantries
 - Expand an effort for a free CSA to those in the neighborhoods of the workers and in OKO
 - Produce sold at local farmer's markets (opportunity for customer service experience)
 - Create a "Buy One, Give One" Model - every purchase of a CSA or basket contributes to a CSA or basket sent to a family in need
 - If yield is consistent, participants may be able to sell to restaurants or local distributors like grocery stores or to Central Illinois FarmFED

Soft Skills Component

- The program hours will include instruction in other areas to prepare participants for full-time employment including:
 - Financial Literacy
 - Resume Writing
 - Interviewing
 - Obtaining a Bank Account
 - Obtaining a Driver's License
 - Housing & Food Assistance
 - Securing Health Insurance
 - Case Management Services
- This instruction would be conducted by partners already specializing in these services/trainings - See "Partnerships" section below
- Other long-term opportunities
 - As The Good Samaritan Inn grows in its programming, a more comprehensive work experience may be available -possibly even year-round - via their Noon Meal program (serving a hot meal 365/year) and, in the future, via a local eatery owned and operated by Good Samaritan Inn.



Financial Literacy Component (Stipend with completion bonuses)

- This is an example of ONE possible structure - we will work with experts in this field to create a comprehensive financial literacy component. Ideally, this will not be managed by us, but via a partnership with another entity already specializing in financial literacy.
 - Equitable Wage Analysis: Hourly at \$15/hr
 - Assuming 35 Employees at 25 hours:
 - \$13,125/week in wages + \$875/week payroll taxes = \$14,000 weekly payroll
 - \$252,000/season in labor
 - \$375 week/worker
 - Ideally we would base our stipend structure on what they would make if they were paid hourly at minimum wage (assuming \$15/hr)
 - This number could be adjusted based on financial capability. For example, we could start by growing on a smaller amount of land and hiring less participants and/or reducing hours.
 - Example of payment structure (numbers will change if any of the assumptions above are modified)
 - PAID OUT: \$100/week
 - REMAINING:
 - \$125/week toward a bank account or approved loan/bill (micro financed through DOVE, for example, or a car payment, cell payment etc)
 - \$150/week - held: Every 4 weeks the total earned is deposited into a non-accessible savings account as a completion/performance bonus based on monthly evaluation
 - EXAMPLE: Every 4 weeks participants meet for a short evaluation program on basic workforce skills and, if they meet a positive score, they are paid accordingly.
 - Example of a Rubric:
 - \$150: Timeliness (shows up to work on time, take only allotted time for breaks, stays a full day etc)
 - \$150: Kind, Courteous, Professional
Socialization/Communication: Treat everyone with respect, create a positive atmosphere, no conflicts leading to inappropriate confrontations, refrains from cursing/offensive speech (slurs etc)
 - \$150: Preparedness: shows up in proper attire with anything required for the job; respects and cares for all program equipment, etc
 - \$150: Job effort - performs with a level of effort demonstrating their desire to complete the job properly (whether or not their current skill level actually allows them to excel), receives direction with respect and attention and responds to correction well



- Held money could also go to something more specific, such as purchasing their own lawn mower or registering for college classes
- Opportunity to pay into the program \$40 (\$10/week) to invest in the program and learn about giving back
 - This money could go into a special “pot” used 100% for program expenses or maybe even a staff celebration at the end of the program

Partnerships

- As a true partnership each group supports the program and lends the resources they already have to create a well-supported operation.
 - Recruitment
 - Participants will come from existing programs already working with those needing workforce/youth development
 - Expertise
 - Provide instruction/programming/follow-up for things listed in the “Workforce Development / Soft Skills Component” section
 - Financial Support
 - Direct Support
 - Co-authoring grants
 - Fundraising
- Possible Workforce Development / Soft Skills Development Partners (none of these institutions are signed on - these are just examples of existing programs and are not an exhaustive list):
 - Local financial institutions
 - First Mid Bank & Trust
 - Land of Lincoln Credit Union
 - Micro Lending Programs
 - DOVE
 - Northeast Community Fund
 - Empowerment Opportunity Center
 - Youth Development Programs
 - Boys & Girls Club
 - Shemilah Outreach Center
 - Old King’s Orchard Community Center
 - YMCA
 - Workforce Development Programs
 - Workforce Investment Solutions
 - Decatur Jobs Council
 - Richland Community College
 - Local Businesses/Individuals



Funding

- Initially, funding for labor costs would have to be provided via outside support including grants, fundraising, and private sponsors
- It is our philosophy that it is better to invest more in less people than to invest less in more people - we want to make a real, lasting impact
- Since it will be several years in the making, we can seek outside investment or structures including outlets to sell the produce to see if we can lessen the financial burden on grants/donations
- Widening the net of organizations and private businesses involved in the project will create more funding opportunities and a more sustainable model
- Over time, the program should help to sustain itself or supplement program costs through some of the strategies listed above under "Mercy Gardens Component"

Capital Costs

- Tree and Debris Removal
- Top Soil (including tilling it in the soil)
- Seeds
- Water access in multiple locations including frost-free hydrants
- Irrigation system including hoses, sprinklers, timers, etc
- Small building including:
 - Storage for tractor/equipment
 - Prep/wash/pack station for produce
 - Restroom/cooling area
 - Large coolers for produce at 2 different temperatures
 - Dry storage area
- 35HP Tractor with loader
- TX40 Power Harrow
- Delivery Vehicle or Trailer
- Forklift
- Misc. supplies including gloves, eyewear, kneelers, trowels, bags, crates, wagons, wheelbarrows, etc
- OPTIONAL: Greenhouse
- OPTIONAL: Work attire (esp. shoes) for participants

Measuring Success

- Some metrics of success could include:
 - Completion Rate
 - Employment rate
 - Possibly also keeping a more long-term look like "still employed after 3 or 5 years"
 - Individual attributions of personal growth via stories and testimonials
 - If the program continues long-term, we could consider cross-referencing with crime statistics, employment statistics, and/or truancy or drop-out rates at Decatur Public Schools and Richland Community College
 - Pounds or servings of produce donated and/or households served



Policy Memorandum

Date: May 11, 2023

To: Scot Wrighton, City Manager
Decatur, IL

From: Shaunna Tonelli, Masters Student
Indiana University, O'Neill School of Public and Environmental Affairs

Re: Policy Considerations for Repurposing
Urban Land Use within the City of Decatur for Agriculture.

The City of Decatur has an opportunity to develop urban agricultural programs to optimize the benefits of under-utilized residential lands inside the city for agricultural production in various communities. Utilizing urban agriculture programs in Chicago, IL, and additional urban land use ideas from St. Louis, MO, Cincinnati, OH, and Philadelphia, PA, as diffusion models, the following recommendations stem from their successes and lessons learned. This Memorandum focuses on Short-Term and Long-Term Goal policy considerations.

Background

The city was able to acquire a contiguous tract of land incorporating one full city block and one half of the adjacent block. Further land acquisitions may be able to expand the lot in a third direction. Because this is a pilot program for the city, the policies put in place will be a foundation for future, and possibly varied partnership programs in the future.

Short-Term Goal Considerations:

- **Policy for Pilot Implementation Structure:** The current project involves a non-profit partner, Good Samaritan, who has experience implementing “mercy gardens”, a small-scale community garden, and will provide the primary implementation of the agricultural program. The policy considerations below should be tracked as the pilot program develops so that the city can develop and provide the code structure, the land acquisition structure, and the regulations needed for future successful projects.
- **Consider the Information/Contribution Networks:** several stake holders within the various city departments will be needed early (and possibly continuously) in the process to help prepare the infrastructure. Utilizing open communications, developing a central information hub, valuing input, and leveraging credit to the various departments for the program’s success can be instrumental in gaining momentum and cooperation.

Recommendations:

A. Land Disposition

Consider Creating a Land Trust.

Chicago's land trust is called "NeighborSpace," a non-profit land trust organization that takes on the role of empty-lot landowner. NeighborSpace holds the land in trust for Chicago and has the capacity take on the day-to-day activities of owning land such as paying taxes and providing insurance. NeighborSpace then takes on the role of partner with community-based organizations to program and manage the land parcels in the trust. Decatur should assess what budgetary inputs it spends on maintaining, preventing decay and determine if diverting those funds to a non-profit trust organization could be beneficial.

Advantages of the Land Trust:

1. This model turns the land use into a long-term, very low cost lease and allows the partnered programming organization (like Good Samaritan) to focus on growing and programming without the need to handle the responsibilities associated with owning land (paying taxes and maintaining insurance) while the city retains the deed to the property through the trust.
2. This may also help prevent having to pay inflated prices when an acquisition owner finds out the city wants to buy a parcel.
3. Under Chicago's policy regulations, when a tax escheat occurs, the property reverts to the trust.
4. The trust can also acquire properties through a third-party designee.
5. This model also can allow the city to give notice and redirect use if the need arises.

Disadvantages of the land trust:

1. Increases the process cost of running the programs.
2. Close contact with the non-profit trust needs to be maintained to make sure the city's goals and needs, which may evolve over time, are still guiding the goals of the non-profit trust.
3. The non-profit, as acting owner will also be responsible for maintaining properties, which aren't engaged in alternate use, thus, parameters will need to be set for preventing and reducing decay with a level of accountability.
4. The city will also need to set parameters for the trust's level of discretion in leasing out the properties and seeking development opportunities.

B. Defined elements:

Utilizing Chicago's definitions, the city may choose to distinguish between community gardens and urban farming. Though there are several differences, the primary difference is the **purpose** of the garden. Where food production is primarily for public sale, certain additional safety measures should be put in place to protect the health and well-being of the public. Full definitions are footnoted below.¹

The advantage of distinguishing between urban gardens and urban farms:

1. Minimizes the regulation structure needed for community gardens.
2. Protects the safety of the consumer who purchases from the urban farm.
3. Minimizes the impact of the urban farm by blending it into the surrounding neighborhood.

4. Protects the surrounding neighborhood from any dangerous chemical/element exposure.

The disadvantage of distinguishing between the two:

1. May constrain the growth of food access impact.
2. May constrain the development of permanent structures (like greenhouses) in community garden settings.
3. May increase the costs to the city in terms of tracking, accountability, and enforcement.

C. Involve Stake Holders to determine the preparational/operational requirements.

- List of Stake Holders Discussed/Derived:

Old Kings Orchard neighborhood members, Good Samaritan apprentice/front-line workers, Good Samaritan Director Niki Besser, Good Samaritan Agricultural Director Ben Frazer, the City Council Designee, the City Manager, Scot Wrighton, City Public Works Manager, Matt Newell (demolition, street, water drainage and tree removal), ADM agricultural expertise individuals, Ameren IL, if poles need to be relocated, a public safety representative to ensure that deleting a street won't impede emergency response, Macon County Dept. of Health (determine any use limitations that may arise from the soil testing, or method of asbestos/building removals).

D. Moving the Project Forward:

Site Preparation:

1. Soil Remediation

Option 1: Natural remediation of the soil from previous lead or other contaminants through phytoremediant plant cover: depending on the contaminants present, various ground cover may meet the site's phytoremediant needs. Phytoremediants include Sunflower, Ornamental Cabbage, Wheat and Corn, Mustard Greens and Ragweed.

The advantage would be that this is probably the lowest cost option. Short term, depending on the level of contamination, it may be best for the project to use raised beds with smaller production until the Phytoremediation is complete.² And the city's regulations should be clear about how to harvest/dispose of the Phytoremediation vegetation waste materials so that the elements remediated do not end up ingested or reintroduced into the soil in the form of compost.

The disadvantage would be that several seasons may be needed, a system for disposing of the contaminated plant covering would need to be regulated and perhaps an accountability report would be required to verify the soil is no longer contaminated, so a determination needs to be made of which officer at the city would need to issue a permit or track that.

Option 2: State of IL Environmental Protection Agency: If necessary, the plan could involve designing and installing an engineered barrier to remediate the site through the State of Illinois Environmental Protection Agency's voluntary Site Remediation Program.

The advantage of using the IEPA voluntary program is that the remediation and construction plan would be unique for each site and would be based on the site conditions and the individual grower's needs. This may also open avenues to utilizing lands that have been used more harshly in the past.

The disadvantage is that it may be a costly, time extensive process.

2. **Structure Removal** – Assess with Department of Public Works regarding remaining buildings.
 - a. Will they be conducive for use in the urban farm program?
 - b. Removal of detrimental buildings.
3. **Tree Removal** – Assess with Department of Public Works. Because the trees have been growing in contaminated soil, the trees with roots should be removed and not chipped or mulched into the soil. If the city engineers have a quality-engineering background, they may be of assistance in repurposing the building and tree materials removed.
4. **Drainage/water access** – Assess with Department of Public Works.
5. **Street removal** – Assess with Department of Public Works and Dept. of Public Safety.

E. Neighborhood Consensus Building

1. The Community Organization of Neighborhood Organizations (CONO) March 21, 2023, and specifically Joyce Keller, the Old King Orchard neighborhood representative was agreeable to the transformation of the land from residential to urban farming with one concern expressed that the soil be remediated so that lead or other contaminants don't become airborne and create a hazard for neighboring homes.
2. **Announcing the program publicly** – Both Decatur and Good Samaritan are enthusiastic about this new partnership and are relatively anxious to make a public announcement of the plans to repurpose the acquired parcels into agricultural space.
Prior to announcing the program publicly, consideration should be given to potential future projects.
 - **The advantage** of announcing the project publicly is that additional support may be garnered from various community interests, such as Richland's master-gardener program, the county extension, and local restaurants who may like to contribute to the development or acquire interests in receiving future produce.
 - **The disadvantage** of announcing the project publicly is that other parcels that the city would like to acquire in the future may artificially inflate in price before the land use transformation can take place.

F. Measuring Short Term Success

Assess with Good Samaritan reasonable goals for attainment. Include a **time-line** for production phases, accomplishment **benchmarks**, and whether **metrics focus** will be on progress, production, and/or employability of apprentices.

Long-Term goal considerations:

- A. **Scalability:** Development of other green space/neighborhood beautification programs
 As the program grows, two factors contributed to the success of Chicago's urban farming program.
 1. **Consider appointing a dedicated city liaison** role to coordinate oversight accountability and management of the land repurposing program. This individual would serve as a liaison between city departments/stake holders and urban growers, develop policies and programs for growers to access land and resources. Identify opportunity sites for garden or farm construction by working with community-based organizations, implement outreach events to promote agriculture or other land repurposing in the

community. Oversee attainment of goals set by users and make accountability recommendations.

Advantage: In order to grow this type of land-use repurposing program beyond the pilot project, time and dedication will be needed to build partnerships, explore opportunities, and generate resources. St. Louis solicits creative land repurposing proposals from communities and the city helps neighborhoods compete for program funds geared toward redirecting land use in their neighborhoods.³

Disadvantage: Although the coordination aspect of the full-time position was successful, even with the size and resource leveraging abilities of Chicago, outside of the land trust organization, this permanent position was not able to mobilize the partnerships and resources to make outreach a success. They reported that they couldn't find 'enough sustained neighborhood interest.'

After visiting with Nikki and Ben at Good Samaritan, I think it's possible that Chicago's permanent coordinator (which lasted about a year and a half) pursued the wrong target audience. Chicago's coordinator pursued neighborhood gardens only – but Nikki and Ben informed me that most successful neighborhood gardens they've observed are typically driven *by one individual, who also does most of the work*. Thus, many community gardens do not have the organization in place nor member accountability to sustain the program.

Based on this feed-back, if Decatur pursues a permanent coordination program, consider focusing Decatur's outreach to long-established stakeholder organizations and those that address younger groups.⁴

2. **Alternatively:** Consider fostering some healthy competition among city departments by assigning a city owned parcel to each and see what great ideas the departments come up with for repurposing. Encourage the Department heads to involve their entire department in the process to build department cohesion.
3. **Pursuing grant possibilities:** In 2016, Chicago was awarded a \$1 million USDA grant through the Natural Resources Conservation Service (NRCS), Conservation Innovation Grant (CIG) to explore ways to build successful partnerships and expand the urban agriculture system, with a focus on historically underserved communities. The goals Chicago stated were to improve the urban farming system in Chicago by assisting farmers to establish businesses; preparing and placing more land into land trusts or cooperative tenure arrangements; expanding recruitment of historically underserved individuals for training; and hiring an urban agriculture coordinator to be housed at Chicago's city offices.

B. Versatility: While the pilot project's parcel grouping has been considered best utilized for the talent development projects and food access goals for which Good Samaritan will utilize the property, a great number of varying non-profit organizations may be able to partner with the city for multiple innovative land use projects. Thus, when developing a land repurposing policy or other land use regulations, consider potential versatility factors and the ability to decrease constraints for an array of future projects.⁵

C. Accountability: In the pilot project, it is unclear about how long natural remediation will require, because the soil has not been tested. Therefore, long term goal assessment should be arranged in partnership with Good Samaritan to allow for timely follow up and setting

seasonal progress benchmarks. A minimum threshold should be set to continue projects and determine whether to pull the property back. When selecting partnerships, consider well organized and sustainable organizations so that the space, once altered, doesn't once again become a dead space that just looks different. Revitalizing the space needs an organization's attention, promotion, and continued active use. St. Louis's method of receiving proposals may assist in vetting whether a land use idea is sustainable over time. (*See footnote 3.*)

D. Early wins: As Good Samaritan is preparing the soil for the agriculture project, encourage immediate pursuit of the other goals they have in mind (such as the apprentice project) to begin right away. This could be accomplished by apprenticing individuals to help put up fencing, and otherwise help prepare the sight. As benchmarks are attained encourage positive media contacts to publicize these successes.

E. Causal Connections: Encourage qualitative case reporting to show the positive impact and outcomes the policy and programs have on the lives of individuals and their families. Encourage quantitative reporting to show the production impact the produce has in the community and their plans for future production on a semi-annual basis.

Conclusion

As the city departments and Good Samaritan work together, close attention to decision points, progress benchmarks, and minimum thresholds will be guiding metric factors in developing formal policies to encourage similar land repurposing programs in the future. Noting how the city's departments interact as they work together to accomplish the project can help determine whether a central coordinator is needed. Early wins will endear the project to elected officials, and the public. Dedicating staffing, network resources to land repurposing projects and showing multi-department city support either through a coordinator or through the disparate departments will encourage additional projects that help the citizens and the city of Decatur implement the use of its lands in new and productive ways.

¹ For further comparison, *see* the provisions supporting this information at § 17-3-0207 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, *specifically in the category* of PARKS: Community Garden at §17-9-0103.5, § 17-10-0208; and under the category of COMMERCIAL Urban Farm: 1. Indoor Operation §17-9-0103.3, § 17-10-0208; 2. Outdoor Operation §17-9-0103.3, § 17-10-0208; and 3. Rooftop Operation §17-9-0103.3 § 17-10-0208.

The Chicago model differentiates Community Gardens from Urban Farms as follows:

A community garden is:

1. owned or managed by public entities, civic organizations or community-based organizations
2. maintained by volunteers
3. Plants grown on site are intended for personal use, for charity, or for community beautification purposes.
4. allowed to sell surplus produce that was grown on site if the sales are accessory or subordinate to the garden's primary purpose
5. limited in size to 25,000-square-foot size or equivalent to eight standard city lots (25 x 125 feet) or 1/3 of a typical city block (intended to prevent a single community garden from dominating a given block or detracting from the block's existing residential or commercial character.)
6. allowed accessory buildings (like equipment sheds, and greenhouses), but limited to 575 sq. ft. (Hoophouses and similar shelters will not be considered accessory buildings as long as they are temporary and do not require a building permit.)
7. required to comply with city regulations concerning composting, building permits, purchasing or leasing City owned property, business licenses and/or environmental contamination.

An Urban farm is:

1. intended to grow food for sale, either on a nonprofit or for-profit basis.
2. required to maintain a business license due to their commercial purpose. (The type of license is determined by what is happening at the site. The Department of Business Affairs and Consumer Protection would help determine the specific type of business license that's required.)
3. required to maintain one parking space off street per four employees
4. allowed to sell compost material generated on site, but not allowed to accept food waste from others for composting.
5. required to obtain building permits and zoning approvals prior to construction. Other forms of city review may be required depending on specific structures, activities, size, landscaping, licensing, public health and stormwater management issues. Many of these requirements are identified in the project design or permitting process, however, the applicant may be responsible to independently identify specific licenses or permits that may be required. State of Illinois permits or requirements may also be applicable.
6. required to have fencing, along with landscaping and screening, for certain parking areas and outdoor work or storage areas depending on location and the specific activity taking place. Required fencing should not be chain-link but may be of a type that is complimentary to the surrounding neighborhood and is acceptable to the Department of Housing and Economic Development.

² <https://earthrepair.ca/resources/scenarios/lead-remediation/>

³ Find St. Louis's competitive land repurposing grant process details [here](#).

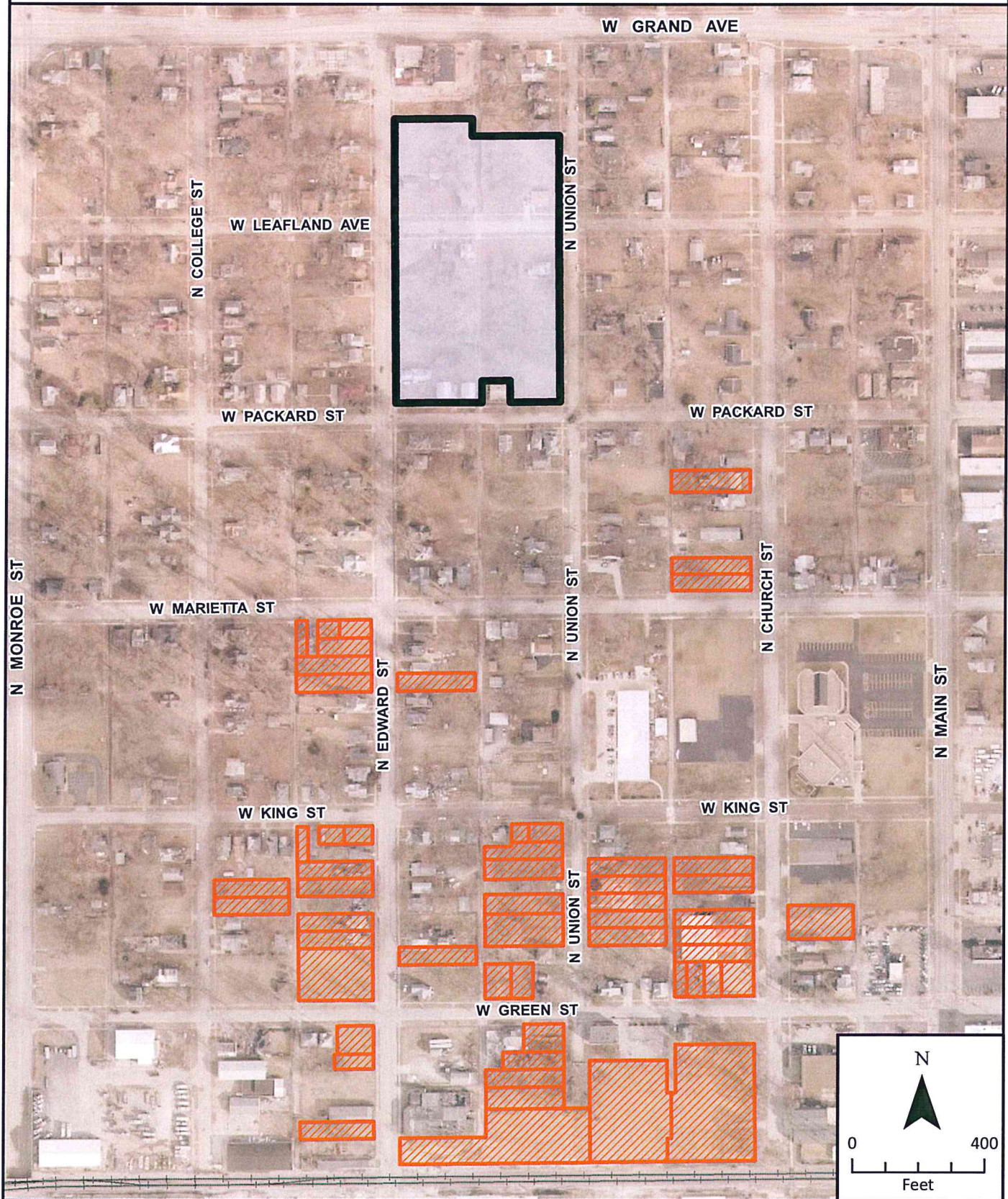
⁴ Some organizations to consider with summer programs are: 4H, the high school service organizations (all high school students require service hours for graduation), church youth organizations, big brothers and sisters, and Boy and Girl Scouts. Further, those organizations could be partnered with ADM, CAT, The Richland Community College, The Macon County Extension, or small business partnerships through the Chamber of Commerce. WAND TV has also promoted a continuous STEM feature in their news casts – the summer agriculture production projects would be a good way to extend their coverage past the school year and obtain sponsors through the summer months. Robert Martinez at WAND is the contact for the STEM broadcast sponsorship program.

⁵ Some examples from St. Louis, Philadelphia, and Cincinnati include small, unplugged performance stages, a fountain meditation park, a fishpond, a food truck park, an art display, and outdoor kitchens with seating/gathering spaces.

LEGEND

- Good Samaritan Project Boundary
- OKO LLC Parcels

PROPOSED GOOD SAMARITAN INN
PROJECT BOUNDARY
CITY OF DECATUR, IL



City Clerk

DATE: 6/1/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing the City Manager to Negotiate Terms and Execute an Agreement between the City of Decatur and Old King's Orchard Community Center for an Urban Ag Project and Community Services

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Proposal	Backup Material
Rendering	Backup Material
Site Improvement Estimate	Backup Material

RESOLUTION NO. R2023- _____

**RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE
TERMS AND EXECUTE AN AGREEMENT BETWEEN THE
CITY OF DECATUR AND OLD KING’S ORCHARD COMMUNITY CENTER FOR
AN URBAN AG PROJECT AND COMMUNITY SERVICES**

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

Section 1. That the City Manager is authorized to negotiate terms and execute an agreement between the City of Decatur and Old King’s Orchard Community Center.

Section 2. That the City Manager is hereby, authorized and directed to sign such agreement for an urban ag project and community services.

PRESENTED AND ADOPTED this 5th day of June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Old King's Orchard Community Center

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

(Via E-mail (wrighton@decaturil.gov) and First-class Mail)

April 24, 2023

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

Dear Mr. Wrighton:

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

We appreciate the opportunity to submit the following proposal to grow OKO Green and lay the capital foundation for OKO Sport. Specifically, we are seeking a \$250,000 grant from the City of Decatur to help us transform the OKO neighborhood and consequently improve the lives of all who reside in Decatur's urban core. The funds will (1) allow OKO Green the opportunity to engage in urban gardening projects, transforming a portion of the vacant lots in the OKO community into productive green spaces growing wild flowers, pumpkins, okra, sod and/or other commercial crops and (2) fund the creation of the OKO Sport Complex, creating an accessible sports field where a reduced and/or free-of-charge sports program targeting elementary-aged students will be implemented beginning in spring 2024.

Project #1 – Urban Gardens (OKO Green)

Through donations from its largest benefactor and an agreement reached with the city of Decatur to exchange parcels of property located around the OKO Community Center, OKO owns approximately 40 vacant lots in the OKO neighborhood. OKO is committed to maintaining these properties and has created a program called OKO Green, a social enterprise initiative designed to provide meaningful employment, skill development, and mentoring to at-risk youth

participating in the Macon County Juvenile Redeploy Illinois (JRI) program.¹ A copy of OKO Green's business plan is attached as Exhibit A.

By expanding the program to include urban gardens, we will not only provide sustainable revenue but also donate a portion of our harvest to Decatur families in and around the OKO district. Keeping with the overall mission of OKO, OKO Green will also assist seniors and disabled residents in the OKO neighborhood with their lawns. The goal is simple – raise the pride of residents in the OKO community by improving the look and feel of the entire OKO neighborhood. And because participants in the JRI system come from all over Decatur, life skills developed through the OKO Green initiative will broadly touch and improve our entire community.

OKO has met with professionals and educators from Richland Community College and the University of Illinois extension office. Plans are currently being developed to determine the exact products that will be grown at which locations. Pain will be taken to ensure that whatever crops are grown do not overlap the efforts being undertaken by our neighbor, Good Samaritan. The OKO project will complement and in no way compete with or supplant the amazing fresh produce work being undertaken at Good-Sam.

The initial cost to create the OKO urban gardens is \$135,000. This cost includes soil testing, fertilizer, soil, seeds, plants, transportation costs, fencing and water for irrigation. OKO is seeking funds in the amount of \$135,000 from the City to develop this urban oasis project. None of this funding will go towards operations, the cost of which will be primarily covered by OKO's JRI grant as outlined in the OKO Green business plan.

The OKO Green initiative represents a bold and innovative approach to addressing the challenges faced by at-risk youth participating in the JRI program. By combining meaningful employment opportunities, skill development, mentoring, and financial incentives, the program has the potential to significantly improve the lives of its participants and contribute to the overall well-being and vitality of Decatur's urban core.

With the support of the JRI grant, the City of Decatur, and other funding sources, OKO Green can serve as a model for effective, community-based interventions that promote social inclusion, economic empowerment, and personal growth for at-risk youth. We are excited to embark on this journey together and look forward to seeing the transformative impact of the OKO Green initiative in the years to come.

¹ The JRI program offers a lifeline for young people who have had encounters with the criminal justice system. By involving them in OKO Green, we are providing these youth opportunities to learn valuable skills, gain work experience, and make a positive impact on their community. Siblings of the offenders are also included as part of wrap-around services for the program.

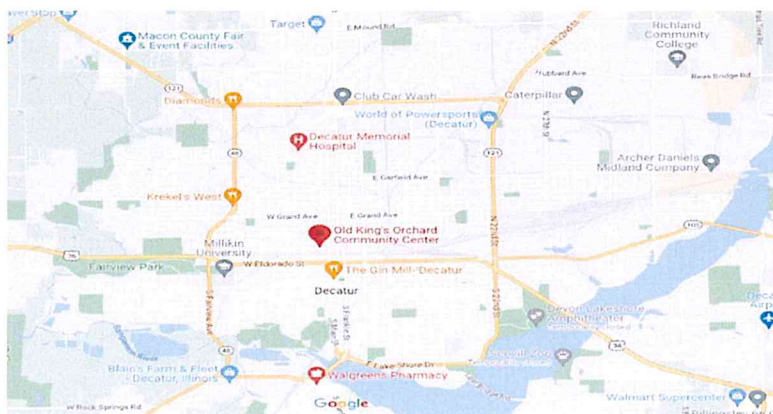
Project #2 – Inner-City Sports Field (OKO Sport)

OKO is located at 815 N. Church Street and owns a 360' by 160' undeveloped tract of land just south of its Community Center. OKO has been in communication with the City about the prospects of developing this parcel into a sports field, which can be utilized by city residents. A copy of the renderings completed by the city and provided to OKO is attached as Exhibit B.

Access to parks and available sport facilities is crucial to creating and maintaining a healthy lifestyle.

People who live closer to parks report better mental health. Time spent in green outdoor spaces has been shown to boost focus and concentration, and kids with attention deficit hyperactivity disorder (ADHD) experience milder symptoms when they play outside in a natural setting. But in some Cities as many as **two-thirds of children are without access to a nearby park**. The deficits are greatest in predominantly African American and Hispanic neighborhoods.²

As demonstrated below, access to outdoor recreation is severely lacking in and around the OKO neighborhood:



According to Google Maps it would take an individual 45 minutes to walk from OKO to Fairview Park (2.2 miles). Walking from OKO to Torrence Park takes 33 minutes (1.6 miles) and 28 minutes (1.4 miles) to Hess Park, respectively. According to public information posted on the Decatur Park District website, none of these parks offer soccer fields. To get to the Midstate soccer campus where the Decatur Park District maintains eight soccer fields takes ten

² *Project play summit 2023* (no date) *The Aspen Institute Project Play*. Available at: <https://www.aspenprojectplay.org/summit/2023> (Accessed: March 5, 2023) (emphasis in original).

minutes by car with light traffic (4.1 miles) and one hour and seventeen minutes by foot (3.8 miles). Outside of the Firestone football complex, which is not currently being maintained, the Park District offers no football fields. Most local schools have sports facilities, but they often are not open to the public.

There is a pressing need for outdoor recreation in Decatur's urban core. Developing the OKO property to include a safe and usable sports field will enhance outdoor access and athletic opportunities for both the participants served by OKO as well as the community at large. As outlined below, OKO plans to work with the Decatur Public School District to create accessible, co-ed programming for elementary aged students. In addition, OKO Sport will partner with other youth sports organizations, such as the Decatur Park District, the Decatur Gators and the YMCA to create an ongoing funding source for its facilities.

The initial cost to build the OKO Sport complex is \$115,000. OKO is seeking funds from the City to develop the property and fulfill the vision depicted in the City's prior renderings. It is proposed that the construction project be managed by OKO. Prevailing wage will be paid for all work on the facilities. None of the money paid by the City will go towards operations. And thanks to the creation of OKO Green, the facilities will be managed and maintained by OKO.

Working with its partners, OKO Sport will provide reduced and/or cost-free programming to Decatur youth. The goal for 2024 is to begin two initial youth programs: (i) a 3rd – 6th grade coed flag football league and (ii) a 3rd – 6th grade coed youth soccer league. This programming will work closely with the Decatur Public School District as a vehicle to help participating youth succeed in school and life. Upon registering for either program, the student's parent or guardian will agree to meet with their child's coach to discuss his or her academic performance and any areas of concern. The parent/guardian will further agree to provide their coach access to the student's current attendance and academic records. The coach, acting as a pseudo instructor/mentor, will monitor the student's academic progress and provide encouragement and academic assistance when needed to ensure that the player remains eligible throughout the season. Towards that end, the same eligibility requirements that a student will be held to in junior high and high school will apply to participation in OKO Sport.

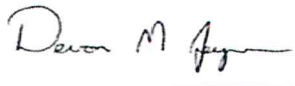
All programming costs will be covered by existing grants, donations from local philanthropists and revenue generated from renting the field to outside organizations. The property will be maintained by OKO Green. All that is needed is the initial capital contribution from the City to construct the complex. This sports field will be a symbol of pride for the OKO community and all Decatur residents. The programming to be implemented by OKO Sport will change lives by engaging our young people before destructive behavior and relationships develop.

* * *

Wrighton, Scott W.
April 24, 2023
Page 5 of 5

Thank you for allowing OKO to submit this proposal. We look forward to working with you and to bringing the above plans to fruition to improve our community.

BEST REGARDS,
OLD KING'S ORCHARD COMMUNITY CENTER

By: 
DEVON JOYNER, EXECUTIVE DIRECTOR
CHRIS ELLIS, BOARD MEMBER

CME/si

OKO GREEN BUSINESS PLAN

Executive Summary

OKO Green is a social enterprise initiative designed to provide meaningful employment, skill development, and mentoring to at-risk youth participating in the Macon County Juvenile Redeploy Illinois (JRI) program. Through the operation and expansion of a lawn care and urban gardening business, OKO Green will support the reintegration of these young people into the community, reduce recidivism, and improve the overall quality of life for residents in the OKO neighborhood. By providing free or greatly reduced lawn care services for seniors and others in need, along with free or reduced-price crops grown in its urban gardens, OKO Green will contribute to the overall well-being and cohesion of the community.

With funding from the JRI grant and other sources, the program will offer an initial cohort of youth the opportunity to work 15-20 hours per week for eight weeks (June - August 2023), earning both cash payments and contributions to a savings account, as detailed in the payment plan provided. This innovative approach to compensation will not only provide the participants with immediate income, but also encourage long-term financial planning and stability. In addition to learning life skills related to lawn maintenance, the participants will learn all aspects of how to own and operate a small business, from financial budgeting to marketing and sales.

OKO Green Program Overview

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

Launching in Summer 2023, the OKO Green initiative will employ JRI program participants to maintain approximately 40 vacant lots owned by OKO, the OKO sport field (when constructed), and provide free or greatly reduced lawn care services for seniors and others in need within the OKO community block. Under the supervision and guidance of OKO staff and mentors, the youth will gain valuable skills in lawn care, landscaping, equipment maintenance, time management, and business operations.

In addition to traditional lawn maintenance duties, participants will have the opportunity to engage in urban gardening projects, transforming a portion of the vacant lots into productive green spaces growing wildflowers, pumpkins, okra, sod and/or other commercial crops. This will not only enhance the aesthetic appeal and environmental quality of the neighborhood but also generate revenue to support the ongoing sustainability of the OKO Green initiative. The attached Urban Gardening Planning Guide shall be strictly followed.

EXHIBIT A

Compensation and Incentives

Recognizing the importance of financial stability for program participants, beginning with summer 2023, OKO Green will implement a two-part payment plan, combining cash payments with contributions to a savings account. Each week, participants will receive \$100-\$125 cash and an additional \$50-\$75 will be placed into a savings account on their behalf. The savings account will be awarded to the participant in a graduation ceremony at the end of the summer. Excused absences will be allowed, and the money will be prorated accordingly.

For each unexcused absence, the participant will lose that day's pro-rated pay plus 1/2 of the weekly savings contribution. After the third unexcused absence, the participant will be removed from the JRI summer program and resume participation in general JRI activities. This approach to compensation will encourage participants to develop responsible work habits, budgeting skills, and long-term financial planning strategies.

Partnerships and Funding

The JRI grant will provide essential funding to cover a majority of the wages for OKO Green program participants, as well as the supervisors and mentors. Equipment totaling \$60,000 has been donated by a large OKO benefactor, and the \$10,000-\$15,000 needed for uniforms has been collected through monetary and in-kind donations. Further funding is needed to cover additional expenses for the urban gardening projects, such as soil testing, fertilizer, soil, seeds, plants, transportation costs, fencing and water for irrigation.

In addition to the JRI grant, OKO Green will actively seek other sources of funding and support, including corporate sponsorships, individual donations, in-kind contributions, and other grant opportunities. This diversified funding model will help to ensure financial stability and long-term success of the program.

Monitoring and Evaluation

To measure the impact of the OKO Green initiative on participants and the community, we will establish a robust monitoring and evaluation framework to collect and analyze relevant data. Key performance indicators will include the number of youths participating in the program, the percentage completing the eight-week summer program, the number of hours worked, the number of unexcused absences, the amount of savings accumulated by participants, the number of times each property is maintained and the amount and quality of any crop grown.

Furthermore, the OKO Green program will track the long-term outcomes for participants, such as recidivism rates, educational attainment, employment status, and overall engagement with the community. Surveys and interviews with participants, families, and community members will help to assess the program's impact on the quality of life, neighborhood cohesion, and overall perception of the OKO community.

Regular progress reports and evaluations will be shared with the Illinois Juvenile Justice Commission and other stakeholders to ensure transparency and to inform any necessary program adjustments.

Sustainability and Expansion

While the initial OKO Green program will focus on a cohort of youth working 15-20 hours per week for eight weeks (June - August 2023), the long-term vision is to create a sustainable and scalable model that can be replicated and expanded to serve additional at-risk youth and neighborhoods.

Revenue generated through the sale of wildflowers, pumpkins, okra, sod and/or other gardening crops, as well as income from lawn care contracts, will be reinvested in the program to support ongoing operations, maintenance, and growth. In addition, OKO Green will explore opportunities to expand its range of services and develop partnerships with other local organizations, businesses, and institutions. Finally, the OKO Green program was started with a monetary gift from a committed benefactor, which funds can be tapped as needed for operational expenses.

URBAN GARDEN PLANNING GUIDE

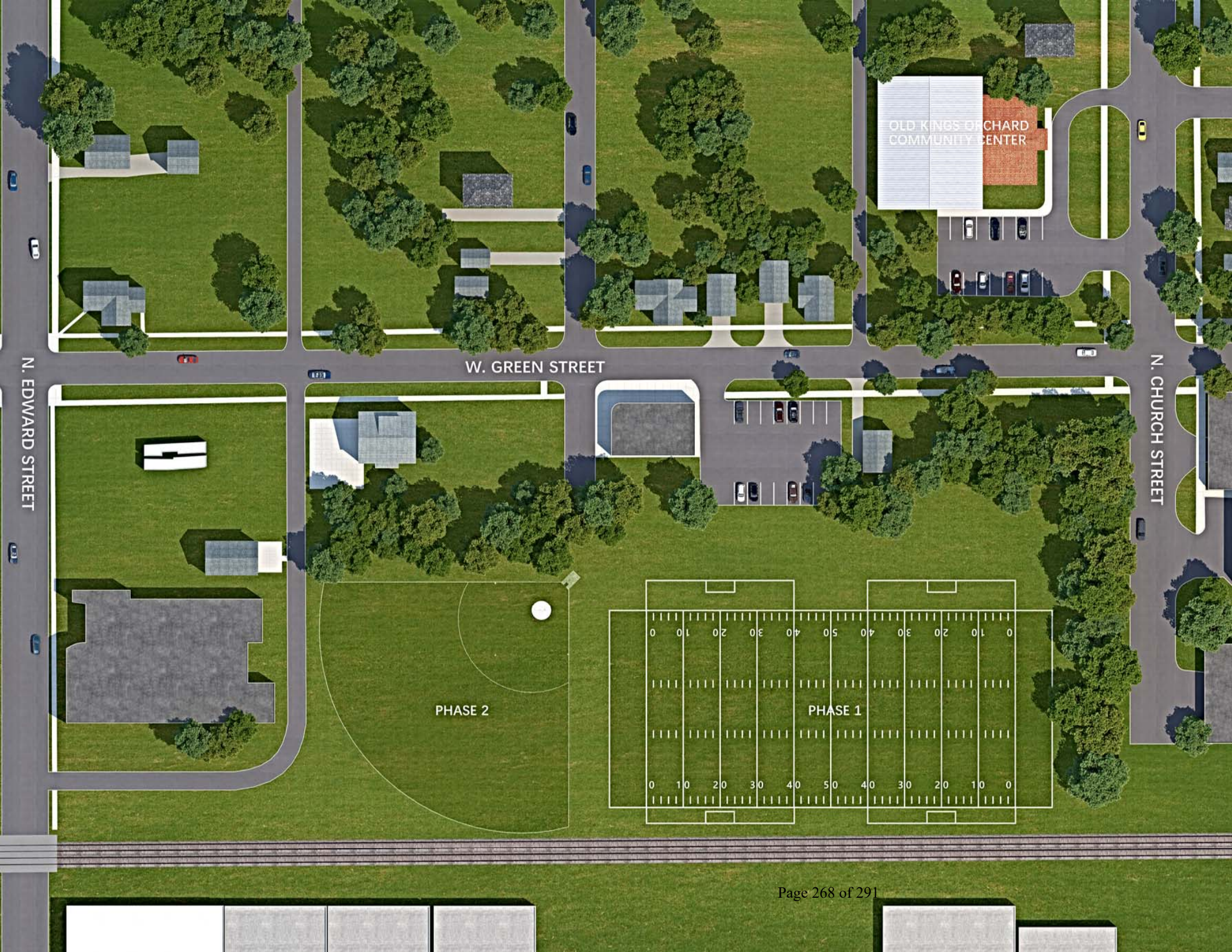
OKO Green will follow the below steps to analyze how best to produce a vibrant crop on designated OKO Properties:

1. **Assess the vacant lots:** First, evaluate the lots for factors such as sunlight, size, soil quality, and accessibility. Conduct a soil test to determine nutrient levels and potential contaminants. Get in touch with your local University of Illinois Extension office for assistance in soil testing.
2. **Engage the community:** Involve local residents and other stakeholders to create a sense of ownership and shared responsibility. Hold community meetings to gather input and ideas, and promote the benefits of urban gardening, such as improving food security, beautifying the neighborhood, and fostering a sense of community.
3. **Plan the garden layout:** Design the garden to include features like raised beds, pathways, and seating areas. Consider incorporating pollinator-friendly plants, composting areas, and rainwater harvesting systems.
4. **Select suitable crops and vegetation:** Given the potential soil limitations and the desire for low-maintenance plants, consider the following options:
 - **Leafy greens:** Kale, collards, spinach, and lettuce are all relatively easy to grow and can tolerate a range of soil conditions (University of Illinois Extension, n.d.).
 - **Root vegetables:** Carrots, beets, and radishes can also grow in various soil types and require minimal care (Purdue University Extension, 2019).
 - **Herbs:** Basil, parsley, and chives are low-maintenance and can be grown in containers or directly in the ground (University of Illinois Extension, n.d.).
5. **Establish partnerships:** Collaborate with local organizations, schools, and businesses to secure resources, volunteers, and expertise. Reach out to the University of Illinois Extension and other agricultural experts for guidance on crop selection and best practices.
6. **Implement and maintain the garden:** Once the garden is established, create a maintenance plan that includes regular watering, weeding, and pest management. Encourage community members to participate in the garden's upkeep and harvest.
7. **Offer educational programs:** Provide workshops and training sessions on gardening techniques, soil health, composting, and organic pest control. Collaborate with local schools to develop curriculum-based gardening programs that promote hands-on learning and teach children about nutrition, ecology, and environmental stewardship.
8. **Monitor and evaluate the project:** Track the progress of the urban garden by regularly collecting data on crop yields, volunteer participation, and community engagement. Use this information to identify areas for improvement and to demonstrate the garden's impact on food security, health, and well-being to funders and stakeholders.

9. Ensure sustainability: Develop a long-term plan for the urban garden that includes funding strategies, volunteer recruitment, and succession planning. Seek grants, sponsorships, and in-kind donations to support the garden's ongoing operation and maintenance.
10. Share successes and challenges: Celebrate the achievements of the urban garden by hosting harvest festivals, garden tours, and community potlucks. Share stories and lessons learned with other community organizations and networks interested in urban agriculture.

Relevant resources:

- University of Illinois Extension (n.d.). Vegetable Gardening Basics.
<https://web.extension.illinois.edu/vegguide/index.cfm>
- Purdue University Extension (2019). Midwest Vegetable Production Guide.
<https://www.extension.purdue.edu/extmedia/ID/ID-56-W%202019.pdf>
- American Community Gardening Association (n.d.). Starting a Community Garden.
<https://www.communitygarden.org/resources/starting-a-community-garden>
- USDA National Institute of Food and Agriculture (n.d.). Urban Agriculture Toolkit.
<https://nifa.usda.gov/sites/default/files/resource/Urban%20Agriculture%20Toolkit.pdf>



N. EDWARD STREET

W. GREEN STREET

N. CHURCH STREET

OLD KINGS ORCHARD
COMMUNITY CENTER

PHASE 2

PHASE 1

OKO Sports Fields

Phase 1: Football / Soccer Field

OCTOBER 25, 2022

DRAFT (WORKING DOCUMENT)

	QTY	UNIT	UNIT COST	SUBTOTAL COST
SITE REMOVAL ITEMS				
1 Tree Removal, incl stumps	1	LS		\$0
2 Clear and Grub Shrubs and Debris	1	LS		\$0
3 Site Remediation - Concrete Removal	1	LS		\$0
EARTHWORK / TURF				
1 Mass Grading	1.7	Acre		\$0
2 Fine Grading, Fields	1.5	Acre		\$0
3 Import Topsoil - 6" Football / Soccer	1100	CY	\$80	\$88,000
5 Seeding	1.7	Acre	\$5,000	\$8,500
SITE IMPROVEMENTS				
1 6' Fencing - Border with RR tracks	400	LF	\$50	\$20,000
2 Football Goal Posts	2	EA	\$10,000	\$20,000
3 Soccer Goals	4	EA	\$6,000	\$24,000
DRAINAGE IMPROVEMENTS (Union St)				
1 Inlets w/ F&G	2	EA	\$2,000	\$4,000
2 Manholes w/ F&G	1	EA	\$3,000	\$3,000
3 12" Storm Sewer	240	LF	\$45	\$10,800
4 Connect to existing	1	EA	\$1,500	\$1,500
PHASE 1 - ESTIMATE OF PROBABLE COST				\$179,800
ALTERNATES				
1 Storage Building - 36x36		LS		
2 Portable Bleachers - Low Rise		EA		
3 Portable Lights		EA		

City Clerk

DATE: 5/25/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Staff requests that City Council approve the proposed Ordinance authorizing consumption of alcoholic liquor on public rights-of-way, 2200 Block of East Hickory Street, for Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America for Bike Night on June 15, 2023.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. 2023-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF ALCOHOLIC LIQUOR
ON PUBLIC RIGHTS-OF-WAY 2200 BLOCK EAST HICKORY STREET BETWEEN
NORTH 22nd STREET AND NORTH 23rd STREET DECATUR LODGE #401 OF THE
BENEVOLENT AND PROTECTIVE ORDER OF THE ELKS OF THE UNITED
STATES OF AMERICA BIKE NIGHT - JUNE 15, 2023**

WHEREAS, Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America has requested the closure of the 2200 Block of East Hickory Street between North 22nd Street and North 23rd Street for Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America Bike Night on June 15, 2023; and,

WHEREAS, it is the intention of Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in the 2200 Block of East Hickory Street between North 22nd Street and North 23rd Street requires the express approval of the City Council.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed opposite said day, alcoholic beverages may be consumed in the 2200 Block of East Hickory Street between North 22nd Street and North 23rd Street, said day and hours being particularly described as follows:

Thursday, June 15, 2023

6:00 p.m. – 8:00 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That this ordinance is expressly conditioned and approved upon Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America providing to the City of Decatur an agreement which will hold the City of Decatur harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America prior to reopening public rights-of-way.

Section 5. That except as otherwise provided herein, the provisions of Section 34 (a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of June, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

Public Works

DATE: 5/18/2023

MEMO: 2023-55

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory – 3018 Tempe Drive

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory at 3018 Tempe Drive be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3018 Tempe Drive	Resolution Letter

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3018 TEMPE DRIVE**

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

LOT TWENTY-THREE (23) AND THE SOUTH FIVE (5) FEET OF LOT TWENTY-FOUR (24) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300, PAGE 318 IN THE RECORDS OF THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-204-004_

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of June 2023.

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.) _____

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3018 Tempe Drive, and legally described as follows:

LOT TWENTY-THREE (23) AND THE SOUTH FIVE (5) FEET OF LOT TWENTY-FOUR (24) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300, PAGE 318 IN THE RECORDS OF THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-204-004

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

SIGNATURE

PRINTED NAME

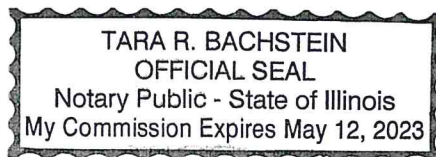
STREET ADDRESS, CITY, STATE

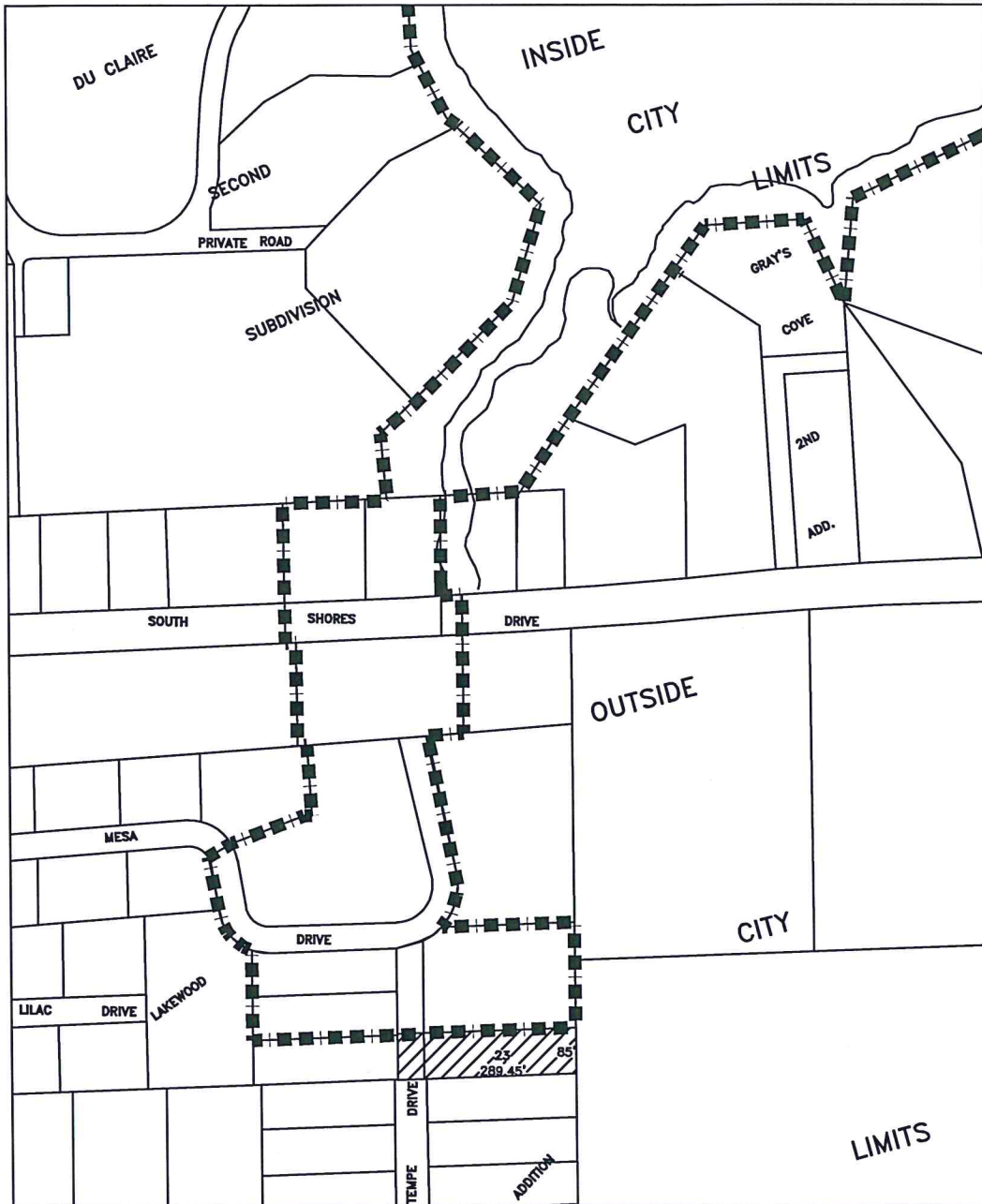
	JASON Cummings	3054 Tempe Decatur IL
	JASON Comer	3906 Pine Ridge St

Signed and sworn to before me this 2nd day of May, 2023


Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3018 TEMPE DRIVE



indicates territory annexed



indicates existing corporate limits

0.565 ± acres

AREA 0.00088 sq. miles

85± lin. ft. of public road

SOUTH WHEATLAND township



City Engineer - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-062825
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

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

Public Works

DATE: 5/18/2023

MEMO: 2023-56

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory – 1585 East Grove Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory at 1585 East Grove Road be approved.

BACKGROUND: The subject property is being annexed due to citizen wanting City water.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1585 East Grove Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1585 EAST GROVE 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 Terry A. Mason requesting that there be annexed to the City territory described as:

BEGINNING AT A POINT 574 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M., THENCE EAST 571.82 FEET, THENCE SOUTH 229.32 FEET, THENCE WEST 431.42 FEET, THENCE SOUTH 234.46 FEET, THENCE SOUTH 60°30' WEST 240 FEET, THENCE NORTH 80°30' WEST 87.2 FEET, THENCE NORTH 4°32' EAST 377.09 FEET, THENCE NORTH 10°42' WEST 159.41 FEET, THENCE NORTH 1°28' EAST 75.63 FEET, THENCE EAST 137 FEET TO THE P.O.B.,

TOGETHER WITH ALL OF THE GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO A NON-EXCLUSIVE EASEMENT OVER AND UPON THE FOLLOWING DESCRIBED TRACT, TO WIT:

BEGINNING 571.82 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-FIVE (25), THENCE SOUTH 574 FEET, THENCE WEST 1 ROD, THENCE NORTH 574 FEET, THEN EAST 1 ROD TO THE P.O.B., EXCEPT ANY PART ALONG THE WEST SIDE THEREOF PREVIOUSLY CONVEYED TO DECATUR WATER SUPPLY COMPANY BY WARRANTY DEED DATED JULY 2, 1921 AND RECORDED IN BOOK 489, PAGE 347 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #_17-12-25-351-007_

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1585 East Grove Road, and legally described as follows:

BEGINNING AT A POINT 574 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M., THENCE EAST 571.82 FEET, THENCE SOUTH 229.32 FEET, THENCE WEST 431.42 FEET, THENCE SOUTH 234.46 FEET, THENCE SOUTH 60°30' WEST 240 FEET, THENCE NORTH 80°30' WEST 87.2 FEET, THENCE NORTH 4°32' EAST 377.09 FEET, THENCE NORTH 10°42' WEST 159.41 FEET, THENCE NORTH 1°28' EAST 75.63 FEET, THENCE EAST 137 FEET TO THE P.O.B.,

TOGETHER WITH ALL OF THE GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO A NON-EXCLUSIVE EASEMENT OVER AND UPON THE FOLLOWING DESCRIBED TRACT, TO WIT:

BEGINNING 571.82 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-FIVE (25), THENCE SOUTH 574 FEET, THENCE WEST 1 ROD, THENCE NORTH 574 FEET, THEN EAST 1 ROD TO THE P.O.B., EXCEPT ANY PART ALONG THE WEST SIDE THEREOF PREVIOUSLY CONVEYED TO DECATUR WATER SUPPLY COMPANY BY WARRANTY DEED DATED JULY 2, 1921 AND RECORDED IN BOOK 489, PAGE 347 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

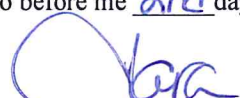
PIN # 17-12-25-351-007

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

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
	<u>1585 A Mason</u>	<u>90 Clubview Pl Decatur, IL 62521</u>



Signed and sworn to before me 2nd day of May, 2023



Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1585 E. GROVE ROAD



indicates territory annexed



indicates existing corporate limits

6.00± acres

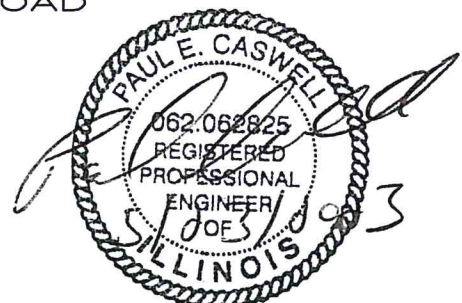
AREA 0.0094± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



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.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

City Engineer - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-062825
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: _____

DATE: _____

City Clerk

DATE: 5/24/2023

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Appointments - Library Board of Trustees

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointments of Elizabeth Rivera and LaTonya Ricks to the Library Board of Trustees.

ATTACHMENTS:

Description

Type

Resolution

Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

LaTonya Ricks	Library Board of Trustees	7/1/2024
Elizabeth Rivera	Library Board of Trustees	7/1/2025

DATED this 5th June of 2023.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2023-_____
RESOLUTION APPROVING APPOINTMENTS

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

Section 1. That consent of the Council be, and it is hereby, given to the appointments by the Mayor of the persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 5th day of June 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent, I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 5th day of June 2023.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 5/24/2023

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Reappointment - Library Board of Trustees

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointment of Karl Coleman to the Library Board of Trustees.

ATTACHMENTS:

Description

Type

Resolution

Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Karl Coleman	Library Board of Trustees	7/1/2026
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DATED this 5th day of June 2023.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2023-_____
RESOLUTION APPROVING REAPPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the reappointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 5th day of June 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent, I hereby reappoint the named in the foregoing request by you approved as therein requested.

DATED this 5th day of June 2023.

Julie Moore Wolfe, Mayor

Public Works

DATE: 5/16/2023

MEMO: 2023-49

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Director of Public Works
Keith Alexander, Water Production Manager
Randy Miller, Water Services Manager
Chaundra Smith, Water Production Operations Supervisor

SUBJECT:
City of Decatur 2023 Water Quality Report

BACKGROUND:

Water utilities are required by the U.S. Environmental Protection Agency to provide an annual drinking water quality report to their customers. The City's 2023 report is available for viewing on the City's website. A copy is also attached to this memo.

Due to the dedicated efforts of our Public Works staff, we are pleased to inform you that our drinking water once again met or exceeded all state and federal standards.

ATTACHMENTS:

Description	Type
2023 Water Quality Report	Backup Material

2023 ANNUAL WATER QUALITY REPORT

Reporting Year 2022



Presented By
City of Decatur



Introduction

The City of Decatur is proud to present our annual water quality report covering all testing performed between January 1 and December 31, 2022. We are dedicated to producing drinking water that meets or exceeds all state and federal standards, and we continually strive to adopt new methods for delivering the best-quality drinking water to you. As new challenges to drinking water safety emerge, we remain vigilant in meeting our goals of source water protection, water conservation, and community education.

How Is My Water Treated and Purified?

Raw water is pumped from Lake Decatur to the South Water Treatment Plant. Chlorine dioxide is added to destroy viruses, bacteria, and protozoa that may be in the raw water. The water then goes to mixing basins where aluminum sulfate and calcium hydroxide are added for softening. The addition of these substances causes small particles to adhere to one another, making them heavy enough to settle to the bottom of the mixing basins for mechanical removal. Powdered activated carbon is added for taste and odor control. The fine particles that still remain are removed in the filtration process as the water passes through layers of anthracite and sand. Chlorine is then added to maintain the disinfection process throughout the distribution system. Finally, a small amount of fluoride is added to prevent dental decay. Positive water pressure is continuously maintained in the distribution system to prevent the intrusion of any contaminants into our water mains.

Where Does My Water Come From?

The City of Decatur uses Lake Decatur as its source of drinking water. Lake Decatur is 2,880 surface acres and located entirely within the city limits of Decatur. The Sangamon River is the primary source of water for Lake Decatur, which has a drainage area of 926 square miles, 80 percent of which is used for growing corn and soybeans. When Lake Decatur water levels are low, the city uses a former sand-and-gravel pit near the South Water Treatment Plant and wells located in DeWitt County to supplement the water supply.

Lead in Home Plumbing

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and house plumbing. We are responsible for providing high-quality drinking water, but we cannot control the variety of materials used in house plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to two minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline at (800) 426-4791 or at www.epa.gov/safewater/lead.

PFAS Sampling Initiative

In 2021 the city's public water supply was sampled as part of the State of Illinois PFAS investigation. Results from this sampling indicated per- and polyfluoroalkyl substances (PFAS) were detected in our drinking water below the health advisory level established by Illinois EPA. Follow-up quarterly monitoring was conducted in 2021 and 2022. All samples were below the detection limits for PFAS. For more information about PFAS health advisories, please visit www2.illinois.gov/epa/topics/water-quality/pfas/Pages/pfas-healthadvisory.aspx.

Important Health Information

Nitrate in drinking water at levels above 10 parts per million (ppm) is a health risk for infants of less than six months of age. High nitrate levels in drinking water can cause blue baby syndrome. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant, you should ask advice from your health care provider.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants may be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. The U.S. EPA/CDC (Centers for Disease Control

and Prevention) guidelines on appropriate means to lessen the risk of infection by

Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline at (800) 426-4791 or <http://water.epa.gov/drink/hotline>.



QUESTIONS? If you have any questions or concerns about your drinking water, please contact Keith Alexander, Water Production Manager, at (217) 424-2863 or kalexander@decaturil.gov, or Chaundra Smith, Water Production Operations Supervisor, at (217) 424-2833 or csmith@decaturil.gov.

Substances That Could Be in Water

To ensure that tap water is safe to drink, the U.S. EPA prescribes regulations limiting the amount of certain contaminants in water provided by public water systems. U.S. Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of these contaminants does not necessarily indicate that the water poses a health risk.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals, in some cases radioactive material, and substances resulting from the presence of animals or from human activity. Substances that may be present in source water include:

Microbial Contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, or wildlife;

Inorganic Contaminants, such as salts and metals, which can be naturally occurring or may result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming;

Pesticides and Herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses;



Organic Chemical Contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production and may also come from gas stations, urban stormwater runoff, and septic systems;

Radioactive Contaminants, which can be naturally occurring or may be the result of oil and gas production and mining activities.

For more information about contaminants and potential health effects, call the U.S. EPA's Safe Drinking Water Hotline at (800) 426-4791.

Source Water Assessment

The Illinois EPA has completed a source water assessment for Decatur, which is available at <http://dataservices.epa.illinois.gov/swap/factsheet.aspx>. The Illinois EPA considers all surface water sources of public water supply to be susceptible to potential pollution problems. This is the reason for the mandatory treatment of all public surface water supplies in Illinois. Mandatory treatment includes coagulation, sedimentation, filtration, and disinfection. Primary sources of pollution in Illinois lakes can include agricultural runoff, land disposal (septic systems), and shoreline erosion.



Due to the low geologic sensitivity and the monitoring results of the city's DeWitt County wells, the Illinois EPA does not consider these wells to be susceptible to volatile organic contaminants, synthetic organic contaminants, or inorganic contaminants. In accordance with Illinois EPA regulations, the wells each have a minimum protection zone of 200 feet.

Per the Federal Clean Water Act, the U.S. EPA provides grants to the Illinois EPA to finance nonpoint source (NPS) pollution solutions, including public awareness. The city recently received two NPS grants and has applied for a third. It also recently received a \$9.9-million U.S. Department of Agriculture Regional Conservation Partnership Program grant. The city continues to work on a multiyear Lake Decatur Watershed Management Plan to significantly reduce the amount of sediment and nutrients entering the lake; this includes subwatershed plans and a water quality monitoring network. Soil and water conservation districts in the watershed also administer water quality improvement programs. More information is available at <https://decaturil.gov/departments/water/lake-decatur-watershed-management-plan/>.

Community Participation

City of Decatur Council meetings are open to the public. Regular session meetings are held at 5:30 p.m. on the first, third, and sometimes fifth Monday of the month on the third floor of the Decatur Civic Center. For further information, contact the city clerk's office at (217) 424-2708.

Test Results

Our water is monitored for many substances on a very strict sampling schedule to meet specific health standards required by the Illinois EPA. Here, we only show those substances that were detected in our water (a complete list of all our analytical results is available upon request). Remember that detecting a substance does not mean the water is unsafe to drink; our goal is to keep all detects below their respective maximum allowed levels. Compare the maximum contaminant level and amount detected columns in the tables to see how safe your water is.

The percentage of total organic carbon (TOC) removal was measured each month, and the system met all TOC removal requirements set by Illinois EPA.

The state recommends monitoring for certain substances less often than once per year because the concentrations of these substances do not change frequently. In these cases, the most recent sample data are included, along with the year in which the sample was taken.

REGULATED SUBSTANCES

SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	MCL [MRDL]	MCLG [MRDLG]	AMOUNT DETECTED	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE
Barium (ppm)	2022	2	2	0.0068	0.0068–0.0068	No	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits
Chlorine (ppm)	2022	[4]	[4]	1.3	1.0–1.4	No	Water additive used to control microbes
Chlorite (ppm)	2022	1	0.8	0.54	0.4–0.54	No	By-product of drinking water disinfection
Fluoride (ppm)	2022	4	4	0.736	0.664–0.736	No	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories
Haloacetic Acids [HAAs]–Stage 2 (ppb)	2022	60	NA	16.2	4.5–22.4	No	By-product of drinking water disinfection
Nitrate (ppm)	2022	10	10	5.8	ND–5.8	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
Sodium (ppm)	2022	NA ¹	NA	12.0	12.0–12.0	No	Erosion of naturally occurring deposits; Used in water softener regeneration
Total Organic Carbon (removal ratio)	2022	TT ²	NA	2.20	0.87–2.20	No	Naturally present in the environment
TTHMs [total trihalomethanes]–Stage 2 (ppb)	2022	80 ³	NA	64.2	11.2–89.9	No	By-product of drinking water disinfection
Turbidity ⁴ (NTU)	2022	TT	NA	0.13	0.02–0.13	No	Soil runoff
Turbidity (lowest monthly percent of samples meeting limit)	2022	TT = 95% of samples meet the limit	NA	100	NA	No	Soil runoff

Tap water samples were collected for lead and copper analyses from sample sites throughout the community

SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	AL	MCLG	AMOUNT DETECTED (90TH %ILE)	SITES ABOVE AL/ TOTAL SITES	VIOLATION	TYPICAL SOURCE
Copper (ppm)	2020	1.3	1.3	0.022	0/33	No	Corrosion of household plumbing systems; Erosion of natural deposits
Lead (ppb)	2020	15	0	2.2	1/33	No	Lead service lines; Corrosion of household plumbing systems, including fittings and fixtures; Erosion of natural deposits

SECONDARY SUBSTANCES

SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	SMCL	MCLG	AMOUNT DETECTED	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE
Chloride (ppm)	2022	250	NA	34	34–34	No	Runoff/leaching from natural deposits
Sulfate (ppm)	2022	250	NA	34	34–34	No	Runoff/leaching from natural deposits; Industrial wastes
Total Dissolved Solids [TDS] (ppm)	2022	500	NA	190	190–190	No	Runoff/leaching from natural deposits

UNREGULATED SUBSTANCES ⁵

SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	AMOUNT DETECTED	RANGE LOW-HIGH	TYPICAL SOURCE
Bromochloroacetic Acid (ppb)	2020	6.4	2.5–6.4	Disinfection by-product
Bromodichloroacetic Acid (ppb)	2020	1.5	0.63–1.5	Disinfection by-product
Chlorodibromoacetic Acid (ppb)	2020	0.86	ND–0.86	Disinfection by-product
Dibromoacetic Acid (ppb)	2020	1.6	0.93–1.6	Disinfection by-product
Dicamba (ppb)	2021	0.44	0.44–0.44	Runoff from herbicide use
Dichloroacetic Acid (ppb)	2020	16.0	6.3–16.0	Disinfection by-product
HAA5 (ppb)	2020	20.4	8.4–20.4	Disinfection by-product
HAA6Br (ppb)	2020	10.0	4.2–10.0	Disinfection by-product
HAA9 (ppb)	2020	33	12–33	Disinfection by-product
Monochloroacetic Acid (ppb)	2020	2.5	ND–2.5	Disinfection by-product
Perfluorohexanoic Acid (ppt)	01/19/2021	2.6	2.6–2.6	NA
Trichloroacetic Acid (ppb)	2020	4.3	1.1–4.3	Disinfection by-product

¹ Sodium is not currently regulated by the U.S. EPA. However, the state has set an MCL for this contaminant for supplies serving a population of 1,000 or more.

² The value reported under Amount Detected for TOC is the lowest ratio of percentage of TOC actually removed to percentage of TOC required to be removed. A value of greater than 1 indicates that the water system is in compliance with TOC removal requirements. A value of less than 1 indicates a violation of the TOC removal requirements.

³ Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous system and may have an increased risk of getting cancer.

⁴ Turbidity is a measure of the cloudiness of the water. It is monitored because it is a good indicator of the effectiveness of the filtration system.

⁵ No MCL or mandatory health effects language for these contaminants has been established by either state or federal regulations. The purpose of unregulated contaminant monitoring is to assist U.S. EPA in determining the occurrence of unregulated contaminants in drinking water and whether future regulation is warranted.

Definitions

90th %ile: The levels reported for lead and copper represent the 90th percentile of the total number of sites tested. The 90th percentile is equal to or greater than 90% of our lead and copper detections.

AL (Action Level): The concentration of a contaminant that triggers treatment or other required actions by the water supply.

MCL (Maximum Contaminant Level): The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

MCLG (Maximum Contaminant Level Goal): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

MRDL (Maximum Residual Disinfectant Level): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

MRDLG (Maximum Residual Disinfectant Level Goal): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

NA: Not applicable.

ND (Not detected): Indicates that the substance was not found by laboratory analysis.

NTU (Nephelometric Turbidity Units): Measurement of the clarity, or turbidity, of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

ppb (parts per billion): One part substance per billion parts water (or micrograms per liter).

ppm (parts per million): One part substance per million parts water (or milligrams per liter).

ppt (parts per trillion): One part substance per trillion parts water (or nanograms per liter).

SMCL (Secondary Maximum Contaminant Level): These standards are developed to protect aesthetic qualities of drinking water and are not health based.

TT (Treatment Technique): A required process intended to reduce the level of a contaminant in drinking water.