



Monday, April 5, 2021
5:30 PM
Civic Center Theater

CITY COUNCIL AGENDA

Pursuant to Phase 4 of Governor Pritzker's Executive Order, a maximum of 50 people will be allowed in the Civic Center Theater unless said number is otherwise directed by Order of the Governor. If the number is altered as a result of an Order of the Governor, the City of Decatur will follow and enforce that number. An in-person meeting of all members of the City Council of the City of Decatur as well as in-person meetings of all members of other Boards and Commissions of the City of Decatur is not practical or prudent because of the COVID-19 pandemic.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of March 15, 2021 City Council Meeting

IV. Unfinished Business

V. New Business

1. Ordinance Amending City Code - Chapter 7 - Officers and Employees Generally
2. Resolution Authorizing Legal Proceedings for Condemnation of Parcel 57a, Located at 3941 East Faries Parkway, for the Brush College Road over Faries Parkway Grade Separation Project
3. Resolution Authorizing Legal Proceedings for Condemnation of Parcel 57b, Located at 4147 East Faries Parkway and 4000 East Logan Street, for the Brush College Road over Faries Parkway Grade Separation Project
4. Resolution Requesting Quick Take Authority to Acquire Parcel 57a, Located at 3941 East Faries Parkway, for the Brush College Road over Faries Parkway Grade Separation Project

5. Resolution Requesting Quick Take Authority to Acquire Parcel 57b, Located at 4147 East Faries Parkway and 4000 East Logan Street, for the Brush College Road over Faries Parkway Grade Separation Project
6. Resolution Requesting Quick Take Authority to Acquire 1880 North Brush College Road for the Brush College Road over Faries Parkway Grade Separation Project
7. Resolution Concurring with the Illinois Department of Transportation in the Award of a Contract to Improve the Center Street Bridge over Stevens Creek, Structure Number: 058-3061 Section Number 19-00904-00-BR City Project 2019-04
8. Resolution Accepting the Bid Price of Bob Ridings, Inc. for the Purchase of One (1) 2022 Ford F-250 Pickup Truck with a Lift Gate and Snow Plow
9. Resolution Authorizing a Support Services Agreement with Concentric Integration, LLC for South Water Treatment Plant SCADA System
10. Resolution Authorizing Subrecipient Agreement Extension for Adult Education Training Program Project READ
11. Resolution Authorizing Subrecipient Agreement Extension for Adult Education Training Program Old Kings Orchard Community Center (OKOCC)
12. Resolution Authorizing Action Regarding Unsafe Structures
13. Resolution Authorizing the Execution of an Agreement with Premier Demolition for the Demolition of Vacant Commercial Apartment Building at 704 West Wood Street
14. Resolution Authorizing the Execution of an Agreement with Parkland Environmental Group, Inc. for the Demolition of Vacant Commercial Apartment Building at 722 West Wood Street
15. Resolution Authorizing Extension of Weed Removal Contract Azuish Enterprise LLC
16. Resolution Authorizing Extension of Weed Removal Contract Brad Franzen
17. Resolution Authorizing Extension of Weed Removal Contract Jandi Services
18. Resolution Authorizing Extension of Weed Removal Contract Phillip Turner
19. Resolution Approving Five-Year Licensing and Support with Presidio Networked Solutions Group for the City Phone System
20. Resolution Authorizing the Execution of a Grant Agreement Amendment with the Federal Transit Administration for Remaining Cares Act Funds Awarded
21. Resolution Authorizing Execution of Purchase Order Between City of Decatur and Gillig, LLC, Authorizing the Purchase Of (2) Low-Floor Hybrid Trolleys in an Amount Not to Exceed \$785,000 Per Trolley
22. Receiving and Filing of Minutes of Boards and Commissions

VI. Other Business

VII. Recess to Closed Executive Session

Recess to Closed Executive Session under Open Meetings Act Section (2)(c)(5) the Purchase or Lease of Real Property for the Use of the Public Body

VIII. Adjournment

SUBJECT: Approval of Minutes of March 15, 2021 City Council Meeting

ATTACHMENTS:

Description	Type
Approval of Minutes of March 15, 2021 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, March 15, 2021

On Monday, March 15, 2021, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Decatur Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Chuck Kuhle, Pat McDaniel, Lisa Gregory and David Horn. Council members Rodney Walker and Bill Faber were absent. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Len Walston, Otto Klemm, Pat Hazelrigg, Mark Birch and Matt Beck.

Councilman Kuhle requested to remove Item B. Ordinance Annexing Territory 4187 East Faries Parkway from the Consent Calendar.

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

The minutes of the March 1, 2021 City Council meeting were presented. Councilman McDaniel moved the minutes be approved as written; seconded by Councilwoman Gregory and on call of the roll, Council members Chuck Kuhle, Pat McDaniel, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for New Business.

Mayor Moore Wolfe declared a Public Hearing open at 5:53 p.m. for Quick Take Authority on the following properties: 4147 East Faries Parkway, 4000 East Logan Street, 3941 East Faries Parkway, and 1880 North Brush College Road.

City Manager Scot Wrighton gave a brief overview of the Quick Take Authority process.

Mr. Len Walston voiced his opposition over the Quick Take Authority process and Item B. Ordinance Annexing Territory 4187 East Faries Parkway listed under the Consent Agenda.

Mr. Tim Jones spoke against the Quick Take Authority process.

Mayor Moore Wolfe declared the Public Hearing closed at 6:05 p.m.

Mayor Moore Wolfe pulled Item #4. Ordinance Amending City Code – Chapter 7 – Officers and Employee from the City Council agenda.

City Manager Wrighton presented the Treasurer's Financial Report.

Finance Director Gregg Zientara answered questions from Council regarding the Transit budget.

R2021-35 Resolution Authorizing Payment Processing Service Agreement with FirstTech, Inc., a Wholly Owned Subsidiary of Busey Bank, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Finance Director Gregg Zientara gave an overview of the proposed Resolution.

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

2021-13 Ordinance Approving the Transfer of Volume Cap in Connection with Private Activity Bond Issues, and Related Matters, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

Planning and Development Manager Greg Crowe gave an overview of the proposed Ordinance and answered questions from Council about the program being utilized for neighborhood revitalization initiatives.

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

2021-14 Ordinance Rezoning Property from R-1 Single Family Residence District to AG Agriculture District at 4075 N Greenswitch Rd, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

Planning and Development Manager Greg Crowe gave an overview of the following two items as they related to the same property.

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

2021-15 Ordinance Allowing a Conditional Use Permit (CUP) in the AG Agriculture District to allow for a Horse Stable with a Riding Arena at 4075 N Greenswitch Rd, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

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

R2021-36 Resolution Authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33, Section 09-00933-01-BR, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

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

R2021-37 Resolution to Appropriate Motor Fuel Tax Funds for Traffic Signal Maintenance and Street Maintenance by Municipality Under the Illinois Highway Code, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Public Works Director Matt Newell gave an overview of the following three items as they related to the same project and answered questions from Council regarding the street selection process.

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

R2021-38 Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality Under the Illinois Highway Code, City Project 2021-11, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

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

R2021-39 Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality Under the Illinois Highway Code, City Project 2021-08, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

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

R2021-40 Resolution Authorizing a Lease Agreement Between the City of Decatur and Flock Safety for the Deployment of 60 LPR Cameras in the City Neighborhoods and Adjacent

Thoroughfares, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

Council voiced concerns over the lack of a bidding process.

IT Director Jim Edwards and Police Chief Jim Getz explained why a bidding process did not take place.

Dan Murdock, Sales Manager for Flock Safety, gave a brief overview of Flock Safety.

Mr. Matt Beck, owner of Beck Tech, urged Council and staff to put the project out for bid and explained that his company could meet the specifications.

Councilman Kuhle made a motion to table the item, seconded by Councilwoman Gregory.

After further discussion was held by Council regarding the unfairness of a bidding process because Flock's bid was already known, Council members Chuck Kuhle and Lisa Gregory withdrew their motions to table the item.

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

With no other New Business, Mayor Moore Wolfe called for Consent Calendar Items A. through E., except for B., which was removed from the Consent Calendar by Councilman Kuhle. The Clerk read items A. and C. through E.:

Item A. R2021-41 Resolution Receiving and Filing the 2020 Official Zoning Map

Item C. R2021-42 Resolution Authorizing Crop Share Lease with Steve Bell for Exterior of the Oakley Sediment Basin

Item D. R2021-43 Resolution Authorizing Cash Farm Lease with Craig Hill for DeWitt County Water Wellfield

Item E. R2021-44 Resolution Authorizing the Execution of a Grant Agreement with the Federal Transit Administration for Federal Share of Annual Transit Operating Funds

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

2021-16 Ordinance Annexing Territory 4187 East Faries Parkway, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

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

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

City Manager Wrighton announced that an update will be given on the John's Hill Project at the Gateway Community Center on Thursday, March 18, 2021 from 2-6 pm. The public is welcome.

Councilman McDaniel moved the City Council meeting be adjourned; seconded by Councilman Horn and upon call of the roll, Council members Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council meeting adjourned at 7:08 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Ordinance Amending City Code - Chapter 7 - Officers and Employees Generally. See separate transmittal memo.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance

April 1, 2021

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Ordinance Amending City Code - Chapter 7 - Officers and Employees Generally

The recommended ordinance makes the city manager responsible for changing and updating employee job titles as needed, rather than requiring changes to a council ordinance every time a position title is changed. The context for why this matter comes to the City Council at this time follows.

The city's financial condition will be discussed in greater detail at the April study session; but the city's long-term financial stability remains tenuous. Not only is the city dealing with the economic effects of the pandemic, but there are new perils on the horizon: 1) to financially bail out the State of Illinois, the Governor has proposed cutting by 10% its distributions to municipalities from the Local Government Distributive Fund (LGDF) which supplies local governments' statutory allotment from income tax revenues; 2) any reduction in the city's certified census count later this year will reduce LGDF even further, along with State Use Taxes, motor fuel taxes and all other revenues based on per capita calculations; 3) the proliferation of online sports betting services will likely cut into the city's video gaming revenues; 4) revenue from taxes on telecommunications services continues to decline as more customers transition to wireless platforms; 5) while federal relief funding is appreciated, it provides only partial and one-time revenue replacement, and the bulk of federal funds are narrowly restricted to specific expenditure categories related to direct COVID costs and infrastructure; and 6) many other revenue categories, though not in decline, have levelled-off to an extent that they cannot supply new revenue every year to keep pace with inflation and meet new demands from labor unions. The additional aggregate financial impact from these revenue changes could easily exceed \$2 million annually for Decatur beginning in 2022. At the same time, the city is experiencing rapid increases in fire and police pension payment obligations that gobble up most of the annual property tax levy. This tenuous revenue picture principally hits the General Fund, from which police, fire and most other employees are paid. This is why the City Council has pro-actively committed to continuing fiscal austerity measures into the 2021 budget, and to regularly revisiting the budget to make more changes as required.

Four months into the 2020 pandemic, city staff estimated the likely amount of the General Fund's revenue shortfalls and requested that the City Council authorize taking up to \$2 million from its restricted reserves to balance the 2020 budget. As it turned out, staff's revenue reduction predictions were fairly accurate; but the amount required from restricted reserves turned out to be substantially less than authorized because staff reduced expenditures in all departments by delaying capital purchases and selectively reducing employee compensation costs by leaving some positions unfilled when they were vacated through natural attrition. As vacancies occurred,

positions were evaluated to determine if continuity of public service required that the jobs be filled, or if they could remain vacant, or if the city could realign its method of deploying employees in ways that were more efficient. This practice continues.

In the process of making these revisions, staff encountered a provision in Article 7 of the City Code that lists, by title, the employee positions that the city uses—that are not covered by the city’s collective bargaining contracts. The original ordinance provision was intended to affirm that the city manager exercises the city’s at-will employment regarding these positions. But over the years, this section of the City Code has been amended at the request of different city managers to instead approve changes to individual job titles as they were needed. I believe this practice is antiquated and cumbersome. The city manager is accountable to the City Council for the formation and abolition of all departments, and for the divisional and aggregate costs of all departments through the council’s annual review, adoption and amendment of the budget. The city manager is already authorized to make minor changes to the internal organizational structure of city departments. Correspondingly, several organizational changes have been made by the city manager and department heads to improve efficiencies in recent months. After the same fashion, I believe it should be within the purview of the city manager to determine what position titles should be used (and when they should be changed or updated) to accomplish the work of the city (except where otherwise stipulated in collective bargaining contracts).

To facilitate this change, increase management’s flexibility to continue making minor structural changes inside city departments, and remove barriers to efficiency improvements as they are identified and implemented, it is recommended that the language of Article 7 be amended to delete most of the title list.

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 07-
- OFFICERS AND EMPLOYEES GENERALLY -

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

Section 1. That Chapter 07 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 2. Said Section 2 as so modified and amended, shall provide as follows:

2. **APPOINTMENT AND REMOVAL.** The City Manager shall have the power and authority to appoint and remove at will the Deputy City Manager, all directors of departments, all deputy and assistant department directors, and any other city staff member, not included in a collective bargaining unit, including probationary, temporary, and seasonal employees.

Section 2. That this Ordinance shall be effective upon approval and execution by City Council.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of April 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2021.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 07

OFFICERS AND EMPLOYEES GENERALLY

...2. **APPOINTMENT AND REMOVAL.** The City Manager shall have the power and authority to appoint and remove at will the Deputy City Manager, all directors of departments, all deputy and assistant department directors, ~~fire marshals, and any other city staff member, not included in a collective bargaining unit, including probationary, battalion chiefs, police personnel above the rank of sergeant, division managers, administrative secretaries, executive assistant, administrative assistant, members of the Legal Department, Personnel Specialists, Systems Administrators, Senior Systems Analyst, Systems Analysts, Budget and Revenue Officer, Risk Management Assistant, Water Customer Service Manager, Water Customer Service Supervisor, Street and Sewer Maintenance Supervisor, Civil Engineer I, Civil Engineer II, Assistant City Engineer, GIS Specialist, Fleet Supervisor, Water Production Maintenance Supervisor, Water Production Operations Supervisor, Supervisor of Technical Services, Police Records Supervisor, Water Distribution Supervisor, Water Metering Supervisor, City Forestry and Property Supervisor, Foreman, Economic Development Officer, Building Inspections Manager, Senior Planner, Planners, Planning and Development Manager, Development and Revitalization Specialist, Senior Crime Analyst, Crime Analyst, Mass Transit Administrator, Grants and Procurement Manager, Community Liaison Officer, Comptroller, Purchasing Supervisor, Clerical Support Supervisor, Neighborhood Programs Manager temporary, and seasonal employees....~~

Public Works

DATE: 2/5/2021

MEMO: 2021-15

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Legal Proceedings for Condemnation of Parcel 57a Located at 3941 East Faries Parkway, for the Brush College Road Over Faries Parkway Grade Separation Project.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolutions authorizing the following actions as part of the property acquisition process for the Brush College Road Grade Separation Project:

1. A Resolution authorizing legal proceedings for condemnation of Parcel 57a located at 3941 E. Faries Parkway.
2. A Resolution authorizing legal proceedings for condemnation of Parcel 57b located at 4147 E. Faries Parkway and 4000 E. Logan Street.
3. A Resolution requesting Quick Take authority to acquire Parcel 57a, located at E. Faries Parkway.
4. A Resolution requesting Quick Take authority to acquire Parcel 57b, located at 4147 E. Faries Parkway and 4000 E. Logan Street.
5. A Resolution authorizing Quick Take authority to acquire the property located at 1880 North Brush College Road.

BACKGROUND:

On August 7, 2017, the City entered into an agreement with Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project using Illinois Jobs Now! funds provided by the State of Illinois. On June 5, 2018, the City received the announcement of the award of a \$25 million grant through the Illinois Competitive Freight Program for the Brush College / Faries Parkway Grade Separation Project.

The project to construct a grade crossing overpass on Brush College at Faries Parkway requires the purchase of 22 parcels of land with 14 different property owners. To date, all but 3 parcels are close to

being acquired. Negotiations for the remaining 3 parcels are struggling.

In recent discussions with area legislators, it was suggested that approval may be sought from the State Legislature for the City to secure the property rights prior to coming to a negotiated or legal settlement with the property owners. This is known as Quick Take authority. Under this authority, the City can take possession of the subject property and proceed with construction while negotiations or court action proceed to settle on a fair compensation. This allows the project to proceed and not be held up by stalled property negotiations. It still allows negotiations to continue although they no longer control the project schedule. The resolutions included with this memo formally request Quick Take authorization from the State Legislature and also authorize City staff to proceed with formal condemnation proceedings through court action for Parcels 57a and 57b. The condemnation proceedings will ultimately determine the fair value of the subject properties if a negotiated settlement cannot be obtained.

The Properties In Question

See the attached project map for parcel locations.

Parcel 39: 1880 North Brush College Road

Negotiations with the property owners began on February 15, 2019. On July 6, 2020, the City Council authorized City staff to initiate condemnation proceedings to take possession of this property. Within the past month, legal counsel for the property owner has approached the City with the possibility of a resolution to the sale of this property. To date, no response has been received on the City's counteroffer. The attached resolution requesting Quick Take will not stop any negotiations from continuing.

Parcels 57a & 57b: 3941 & 4147 East Faries Parkway and 4000 East Logan Street

Contact with the property owners began on July 28, 2020. Formal offers for the properties were received by the owner on December 3, 2020. Numerous discussions have been conducted since that date and the owners have pressed that the property value is more than double the City's appraisal. No real progress has been made in the negotiations to date and phone calls are not being answered or returned. Although attempts at discussions will continue, in the interest of keeping the overall project on schedule, it is recommended that City staff be authorized to initiate condemnation proceedings and that the City Council request Quick Take authorization. This will not stop negotiations for continuing but will keep them from further controlling the project.

The annexation of the ADM property at 4187 East Faries Parkway makes all of these properties contiguous to City limits which meets the requirements for the City to begin condemnation and seek Quick Take authority.

PRIOR COUNCIL ACTION:

See Appendix A for prior Council action on this item.

POTENTIAL OBJECTIONS: The current property owners are likely objectors.

INPUT FROM OTHER SOURCES:

Crawford, Murphy & Tilly, Inc.

LEGAL REVIEW: The Legal Department will prepare the necessary condemnation documents to be filed.

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

BUDGET/TIME IMPLICATIONS:
The necessary documents will be filed upon approval by the City Council.

COPY: Crawford, Murphy & Tilly, Inc.

ATTACHMENTS:

Description	Type
Resolution Authorizing Legal Proceedings for Condemnation of Parcel 57a, Located at 3941 East Faries Parkway, for the Brush College Road over Faries Parkway Grade Separation Project	Resolution Letter
Appendix A	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING LEGAL PROCEEDINGS FOR CONDEMNATION OF
PARCEL 57a, LOCATED AT 3941 EAST FARIES PARKWAY, FOR THE BRUSH
COLLEGE ROAD OVER FARIES PARKWAY GRADE SEPARATION PROJECT**

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

WHEREAS, the City of Decatur, Illinois is a municipal corporation organized and existing by and under the Constitution and the laws of the State of Illinois; and,

WHEREAS, the City of Decatur, by virtue of 65 ILCS 5/11-61-1 and the Eminent Domain Act of the State of Illinois, is authorized to exercise the right of eminent domain to acquire property located in an unincorporated area outside of but adjacent and contiguous to its corporate limits deemed necessary and desirable for street and highway municipal purposes; and,

WHEREAS, the City of Decatur, Illinois owns and maintains a municipal street system, as defined by 605 ILCS 5/2-104, and that one of the streets in said system is known as Brush College Road; and,

WHEREAS, the City of Decatur, Illinois intends to construct a new interchange and grade separation at the intersection of North Brush College Road and East Faries Parkway; and,

WHEREAS, the parcel described below, commonly known as 3941 East Faries Parkway, is suitable and desirable for the location of said construction of the new interchange and grade separation and said premises is private property located wholly in an unincorporated area outside of and contiguous to the corporate limits of the City of Decatur, Illinois:

Partial Fee Acquisition

A part of the East one half of the West 446.77 feet of the East 1003.67 feet of Lot One (1) and a part of the West 224 feet of the East 556.9 feet of Lot One (1) all of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 533.51 feet, along the north line of the Northwest Quarter of said Section 8; thence South 0 degrees 11 minutes 07 seconds East 36.17 feet to the intersection of the west line of the East one half

of the West 446.77 feet of the East 1003.67 feet of said Lot One (1) with the existing south right of way line of East Faries Parkway per Book 2515, Page 103 of the records aforesaid and the Point of Beginning; thence North 81 degrees 39 minutes 51 seconds East 16.50 feet along said existing right of way line; thence North 84 degrees 23 minutes 14 seconds East 207.86 feet, along said existing right of way line, to intersection of the north line of said Lot One (1) with the west line of the East 556.9 feet of said Lot One (1); thence North 87 degrees 53 minutes 06 seconds East 224.00 feet, along said north line, also being the existing south right of way line of East Faries Parkway per said Book 335, Page 591, to the east line of the West 224 feet of the East 556.9 feet of said Lot One (1); thence South 0 degrees 11 minutes 07 seconds East 58.03 feet along said east line; thence South 83 degrees 08 minutes 31 seconds West 145.41 feet; thence South 86 degrees 40 minutes 37 seconds West 208.00 feet; thence South 58 degrees 45 minutes 06 seconds West 110.93 feet to the west line of the East one half of the West 446.77 feet of the East 1003.67 feet of said Lot One (1); thence North 0 degrees 11 minutes 07 seconds West 114.00 feet, along said west line, to the Point of Beginning. Said parcel contains 0.743 acres, more or less.

Temporary Construction Easement

A part of the West 224 feet of the East 556.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 533.51 feet, along the north line of the Northwest Quarter of said Section 8, to the intersection of the northerly extension of the west line of the East one half of the West 446.77 feet of the East 1003.67 feet of said Lot One (1) with said north line; thence South 0 degrees 11 minutes 07 seconds East 150.17 feet along said northerly extension and said west line; thence North 58 degrees 45 minutes 06 seconds East 110.93 feet; thence North 86 degrees 40 minutes 37 seconds East 208.00 feet to the Point of Beginning; thence North 83 degrees 08 minutes 31 seconds East 91.78 feet; thence South 2 degrees 02 minutes 57 seconds East 5.66 feet; thence South 86 degrees 40 minutes 37 seconds West 91.48 feet to the Point of Beginning. Said parcel contains 0.006 acres (259 square feet), more or less.

WHEREAS, it is necessary and desirable that said premises be acquired for the purpose aforesaid; and,

WHEREAS, the City of Decatur, Illinois has been in negotiations to purchase with the owners of said premises but have been unable to reach an agreement; and,

WHEREAS, it is necessary and desirable that said premises be acquired for the purpose aforesaid; and,

WHEREAS, the acquisition of said property is necessary for a public street and highway purpose and the acquired property would be owned and controlled by the City of Decatur, Illinois.

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

Section 1. That it is, and is hereby determined to be necessary and desirable that the City of Decatur, Illinois, in order to construct a new interchange and grade separation at the intersection of North Brush College Road and East Faries Parkway as aforesaid, acquire title to the real property described above.

Section 2. That it is hereby determined that the aforesaid parcel, and the acquisition thereof are necessary for a public street or highway use and purpose.

Section 3. That the acquired parcel will be owned and controlled by the City of Decatur, Illinois.

Section 4. That the City Manager and the Corporation Counsel, or her designee, jointly and severally, be, and they are hereby authorized and directed to cause said parcel to be acquired on behalf of the City of Decatur, Illinois, and in the event the same is not able to be acquired by agreement with the owners thereof upon the compensation or consideration to be paid or furnished for the same, or in the event title thereto is defective, then title to and possession of the parcel shall be acquired by and for the City of Decatur, Illinois by the exercise of condemnation under the Eminent Domain Act of the State of Illinois.

PRESENTED and ADOPTED this 5th day of April 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

APPENDIX A

PRIOR COUNCIL ACTION:

1. **July 6, 2010** – City Council approved Resolution R2010-140, authorizing an engineering design services agreement with URS Corporation (now AECOM) to perform preliminary design work to improve the Brush College Road crossing of the Norfolk Southern rail yard south of Faries Parkway. The design services agreement was for \$811,000 and was paid for by an “Illinois Jobs Now!” grant from the State of Illinois.
2. **July 6, 2010** – City Council approved Resolution R2010-141, authorizing a Local Agency Agreement with the Illinois Department of Transportation to provide \$811,000 to fund the design agreement between the City and URS Corporation.
3. **November 9, 2011** – City Council approved Resolution R2011-175, authorizing a change order to the agreement with URS Corporation to provide an additional \$587,714 to expand the project to include a structure crossing Faries Parkway. The total design agreement increased to \$1,398,714.35.
4. **November 21, 2011** – City Council approved Resolution R2011-177, authorizing an agreement with the Norfolk Southern Corporation in the amount of \$26,845 to review and comment on the preliminary design for the proposed rail yard crossing.
5. **July 16, 2013** – City Council approved Resolution R2013-71, authorizing a change order to the agreement with URS Corporation to provide an additional \$39,998. The total design agreement increased to \$1,438,712.35.
6. **May 18, 2015** – City Council approved Resolution R2015-54, authorizing a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) of Decatur, IL, for the not-to-exceed amount of \$2,156,599 to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
7. **May 18, 2015** – City Council approved Resolution R2015-55, authorizing a Local Agency Agreement for State Participation to fund \$2,006,014 of the project costs through an Illinois Jobs Now! Grant.
8. **April 17, 2017** – City Council approved Resolution R2017-47, terminating a \$2,156,599 Engineering Services Agreement with AECOM Technical Services, Inc. of Decatur, IL, to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
9. **August 7, 2017** – City Council approved Resolution R2017-96, authorizing a professional services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project for a fee not to exceed \$168,375.
10. **August 7, 2017** – City Council approved Resolution R2017-97, authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now!

Funds for land acquisition for the Brush College Road Improvement Project utilizing the remainder of the City's Illinois Jobs Now! grant which is \$2,006,014. The agreement amount includes the payment of 100% of the land acquisition services agreement with CMT for \$168,375 and the remainder will be allocated toward property purchases.

11. **October 1, 2018** – City Council approved Resolution R2018-127, authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized up to \$2,400,000 in Federal funds which represents 80% of \$3,000,000. Only a portion of the requested engineering services funding was authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission.
12. **October 1, 2018** – City Council approved Resolution R2018-128, appropriating \$600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.
13. **October 1, 2018** – City Council approved Resolution R2018-129, authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
14. **October 1, 2018** – City Council approved Resolution R2018-130, authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
15. **December 17, 2018** – City Council approved Resolution R2018-160, authorizing an Amendment to the Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform additional land acquisition services for the Brush College Road Improvement Project for an additional fee of \$339,311 which is added to the original fee of \$168,375 for a total fee of \$507,686.
16. **August 19, 2019** – City Council approved Resolution R2019-115 authorizing the purchase of the property located at 3915 Faries Parkway to provide right of way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. The Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursement.
17. **August 19, 2019** – City Council approved Resolution R2019-116 authorizing a Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of Right of Way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

18. **August 19, 2019** – City Council approved Resolution R2019-117 appropriating \$3,218,000 of State Motor Fuel Tax funds for the purpose of paying the City’s portion of the Local Public Agency Agreement for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
19. **August 19, 2019** – City Council approved Resolution R2019-118 authorizing an agreement between the City of Decatur and Ameren Illinois Company to relocate their electrical substation located at 1840 North Brush College Road for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
20. **October 21, 2019** – City Council approved Resolution R2019-154 authorizing the purchase of 1940 North Brush College Road for \$250,000 in State Motor Fuel Tax funds which includes \$200,000 for purchase of the property and \$50,000 for anticipated relocation reimbursement.
21. **October 21, 2019** – City Council approved Resolution R2019-155 authorizing the purchase of 3925 East Faries Parkway for \$194,600 in State Motor Fuel Tax funds which includes \$164,600 for purchase of the property and \$30,000 for anticipated relocation reimbursement.
22. **October 21, 2019** – City Council approved Resolution R2019-156 authorizing the purchase of the vacant lot immediately to the west of 3925 East Faries Parkway for \$5,300 in State Motor Fuel Tax funds. This property is a parking lot so no relocation benefits can be claimed.
23. **December 30, 2019** – City Council approved Resolution R2019-220 authorizing an additional \$874.89 to pay for relocation expenses for the purchase of the property located at 3915 Faries Parkway. The original Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursements. The anticipated \$40,000 allocated for relocation and moving reimbursements will total \$40,874.89 which exceeded the authorized amount by \$874.89.
24. **January 21, 2020** – City Council approved Resolution R2020-07 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$2.2 million for a total of \$5.8 million in Federal funds from the \$25 million Illinois Competitive Freight Program grant awarded to the City.
25. **March 16, 2020** – City Council approved Resolution R2020-44 authorizing the purchase of 1980 N Brush College Road for \$2,000,000 in State Motor Fuel Tax funds which includes \$900,000 for purchase of the property and \$1,100,000 for anticipated relocation reimbursement.
26. **March 16, 2020** – City Council approved Resolution R2020-45 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road / Faries Parkway The Amendment Authorizes an additional \$950,000 in Grade Crossing Protection Funds.

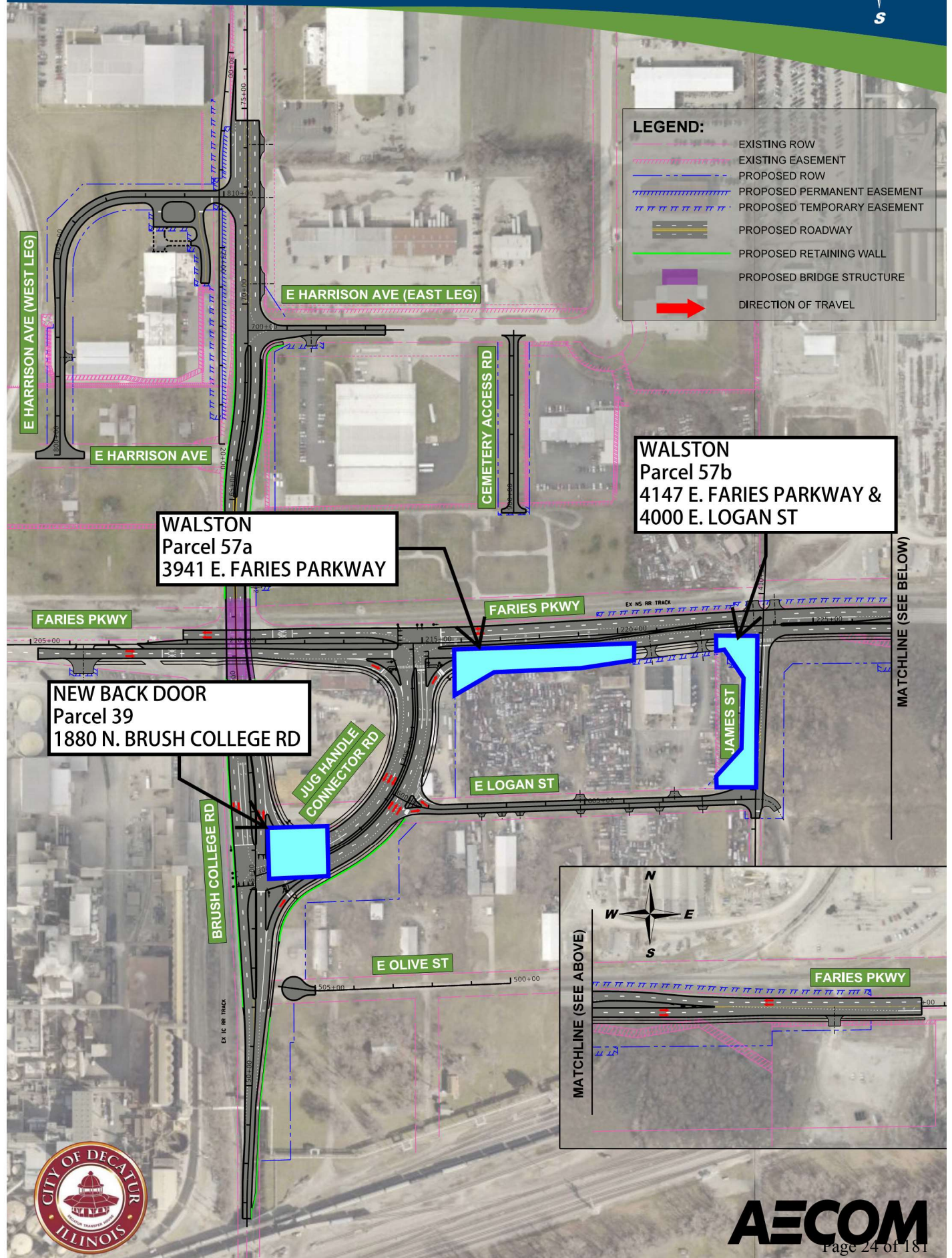
27. **May 4, 2020** – City Council approved Resolution R2020-70 authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$1,390,000 in Grade Crossing Protection Funds.
28. **September 8, 2020** – City Council approved Resolution R2020-119, authorizing Supplement #1 of \$576,078 for a total design fee of \$3,925,745, with \$3,350,000 being reimbursed by the Freight Program, to the professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road/Faries Parkway railroad grade separation project.
29. **September 8, 2020** – City Council approved Resolution R2020-120 authorizing Supplement #1 to the Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc.
30. **January 4, 2021**- City Council approved Resolution R2021-01 authorizing the purchase of 2112 N Brush College Road for \$57,100 in State Motor Fuel Tax funds with an expected \$45,680 reimbursement from the Illinois Competitive Freight Program.
31. **February 1, 2021**- City Council approved Resolution R2021-13 authorizing the purchase of property and temporary easements on the Northeast Corner of North Brush College Road and Faries Parkway for \$13,840 in State Motor Fuel Tax funds with an expected \$11,072 reimbursement from the Illinois Competitive Freight Program.
32. **March 1, 2021** – City Council approved Resolution R2021-30 authorizing the purchase of property from Archer Daniels Midland Company for a total authorized expenditure of \$398,600 including relocation costs of up to \$30,000 in State Motor Fuel Tax Funds with an expected \$318,880 reimbursement from the Illinois Competitive Freight Program.
33. **March 15, 2021** - City Council held a Public Hearing regarding the proposed Quick Take request for Parcels 39, 57a, and 57b. Representatives of the three properties were present and spoke at the hearing.

Project Plan



LEGEND:

- EXISTING ROW
- EXISTING EASEMENT
- PROPOSED ROW
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT
- PROPOSED ROADWAY
- PROPOSED RETAINING WALL
- PROPOSED BRIDGE STRUCTURE
- DIRECTION OF TRAVEL



Public Works

DATE: 2/5/2021

MEMO: 2021-15

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Legal Proceedings for Condemnation of Parcel 57b, Located at 4147 East Faries Parkway and 4000 East Logan Street, for the Brush College Road over Faries Parkway Grade Separation Project

SUMMARY RECOMMENDATION: Please refer to Council Memo 2021-15.

ATTACHMENTS:

Description	Type
Resolution Authorizing Legal Proceedings for Condemnation of Parcel 57b, Located at 4147 East Faries Parkway and 4000 East Logan Street, for the Brush College Road over Faries Parkway Grade Separation Project	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING LEGAL PROCEEDINGS FOR CONDEMNATION OF
PARCEL 57b, LOCATED AT 4147 EAST FARIES PARKWAY AND 4000 EAST
LOGAN STREET, FOR THE BRUSH COLLEGE ROAD OVER FARIES PARKWAY
GRADE SEPARATION PROJECT**

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

WHEREAS, the City of Decatur, Illinois is a municipal corporation organized and existing by and under the Constitution and the laws of the State of Illinois; and,

WHEREAS, the City of Decatur, by virtue of 65 ILCS 5/11-61-1 and the Eminent Domain Act of the State of Illinois, is authorized to exercise the right of eminent domain to acquire property located in an unincorporated area outside of but adjacent and contiguous to its corporate limits deemed necessary and desirable for street and highway municipal purposes; and,

WHEREAS, the City of Decatur, Illinois owns and maintains a municipal street system, as defined by 605 ILCS 5/2-104, and that one of the streets in said system is known as Brush College Road; and,

WHEREAS, the City of Decatur, Illinois intends to construct a new interchange and grade separation at the intersection of North Brush College Road and East Faries Parkway; and,

WHEREAS, the parcel described below, commonly known as 4147 East Faries Parkway and 4000 East Logan Street, is suitable and desirable for the location of said construction of the new interchange and grade separation and said premises is private property located wholly in an unincorporated area outside of the corporate limits of the City of Decatur, Illinois:

Partial Fee Acquisition

A part of the East 108.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 1204.57 feet, along the north line of the Northwest Quarter of said Section 8; thence South 0 degrees 11 minutes 07 seconds East 7.33 feet to the intersection of the west line of the East 108.9 feet of said Lot One (1) with the north line of said Lot One (1) and the Point of

Beginning; thence North 87 degrees 53 minutes 06 seconds East 108.90 feet, along said north line, also being the existing south right of way line of East Faries Parkway per said Book 335, Page 591, to the northeast corner of said Lot One (1); thence South 0 degrees 11 minutes 07 seconds East 389.96 feet, along the east line of said Lot One (1), to the southeast corner of said Lot One (1); thence South 87 degrees 53 minutes 21 seconds West 108.90 feet, along the south line of said Lot One (1), also being the existing north right of way line of East Logan Street per said Book 335, Page 591, to the southwest corner of the East 108.9 feet of said Lot One (1); thence North 0 degrees 11 minutes 07 seconds West 34.92 feet along the west line of the East 108.9 feet of said Lot One (1); thence North 42 degrees 59 minutes 54 seconds East 85.21 feet; thence North 02 degrees 28 minutes 18 seconds East 182.00 feet; thence North 33 degrees 26 minutes 49 seconds West 88.33 feet; thence South 83 degrees 08 minutes 31 seconds West 18.43 feet to the west line of the East 108.9 feet of said Lot One (1); thence North 0 degrees 11 minutes 07 seconds West 39.38 feet, along said west line, to the Point of Beginning. Said parcel contains 0.600 acres, more or less.

Temporary Construction Easement

A part of the East 108.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 1204.57 feet, along the north line of the Northwest Quarter of said Section 8, to the intersection of the northerly extension of the west line of the East 108.9 feet of said Lot One (1) with said north line; thence South 0 degrees 11 minutes 07 seconds East 46.71 feet along said northerly extension and said west line; thence North 83 degrees 08 minutes 31 seconds East 18.43 feet; thence South 33 degrees 26 minutes 49 seconds East 12.23 feet to the Point of Beginning; thence continue South 33 degrees 26 minutes 49 seconds East 41.57 feet; thence North 89 degrees 34 minutes 37 seconds West 23.33 feet; thence North 0 degrees 41 minutes 26 seconds East 34.52 feet to the Point of Beginning. Said parcel contains 0.009 acres (403 square feet), more or less.

WHEREAS, it is necessary and desirable that said premises be acquired for the purpose aforesaid; and,

WHEREAS, the City of Decatur, Illinois has been in negotiations to purchase with the owners of said premises but have been unable to reach an agreement; and,

WHEREAS, it is necessary and desirable that said premises be acquired for the purpose aforesaid; and,

WHEREAS, the acquisition of said property is necessary for a public street and highway purpose and the acquired property would be owned and controlled by the City of Decatur, Illinois.

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

Section 1. That it is, and is hereby determined to be necessary and desirable that the City of Decatur, Illinois, in order to construct a new interchange and grade separation at the intersection of North Brush College Road and East Faries Parkway as aforesaid, acquire title to the real property described above.

Section 2. That it is hereby determined that the aforesaid parcel, and the acquisition thereof are necessary for a public street or highway use and purpose.

Section 3. That the acquired parcel will be owned and controlled by the City of Decatur, Illinois.

Section 4. That the City Manager and the Corporation Counsel, or her designee, jointly and severally, be, and they are hereby authorized and directed to cause said parcel to be acquired on behalf of the City of Decatur, Illinois, and in the event the same is not able to be acquired by agreement with the owners thereof upon the compensation or consideration to be paid or furnished for the same, or in the event title thereto is defective, then title to and possession of the parcel shall be acquired by and for the City of Decatur, Illinois by the exercise of condemnation under the Eminent Domain Act of the State of Illinois.

PRESENTED and ADOPTED this 5th day of April 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Public Works

DATE: 2/5/2021

MEMO: 2021-15

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Requesting Quick Take Authority to Acquire Parcel 57a, Located at 3941 East Faries Parkway, for the Brush College Road over Faries Parkway Grade Separation Project

SUMMARY RECOMMENDATION: Please refer to Council Memo 2021-15.

ATTACHMENTS:

Description	Type
Resolution Requesting Quick Take Authority to Acquire Parcel 57a, Located at 3941 East Faries Parkway, for the Brush College Road over Faries Parkway Grade Separation Project	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION REQUESTING QUICK TAKE AUTHORITY TO ACQUIRE PARCEL
57a, LOCATED AT 3941 EAST FARIES PARKWAY, FOR THE BRUSH COLLEGE
ROAD OVER FARIES PARKWAY GRADE SEPARATION PROJECT**

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

WHEREAS, the City of Decatur (hereinafter the “City”), by virtue of 65 ILCS 5/11-61-1 and the Eminent Domain Act of the State of Illinois, is authorized to exercise the right of eminent domain to acquire property located in an unincorporated area outside of but adjacent and contiguous to its corporate limits deemed necessary and desirable for street and highway purposes by negotiation or eminent domain proceedings; and,

WHEREAS, the City of Decatur has developed plans for the Brush College Road Over Faries Parkway Grade Separation Project; and,

WHEREAS, the City has initiated negotiations for and has acquired the majority of rights-of-way needed for the project; and,

WHEREAS, in order to obtain the remaining necessary highway right-of-way to build the Grade Separation Project, the City has engaged in negotiations with the owners of 3941 E. Faries Parkway (Parcel 57a) described below. Said negotiations have not yet resulted in the acquisition of said right-of-way, but said negotiations shall continue in earnest; and,

Partial Fee Acquisition

A part of the East one half of the West 446.77 feet of the East 1003.67 feet of Lot One (1) and a part of the West 224 feet of the East 556.9 feet of Lot One (1) all of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder’s Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 533.51 feet, along the north line of the Northwest Quarter of said Section 8; thence South 0 degrees 11 minutes 07 seconds East 36.17 feet to the intersection of the west line of the East one half of the West 446.77 feet of the East 1003.67 feet of said Lot One (1) with the existing south right of way line of East Faries Parkway per Book 2515, Page 103 of the records aforesaid and the Point of Beginning; thence North 81 degrees 39 minutes 51 seconds East 16.50 feet along said existing right of way line; thence North 84 degrees 23 minutes

14 seconds East 207.86 feet, along said existing right of way line, to intersection of the north line of said Lot One (1) with the west line of the East 556.9 feet of said Lot One (1); thence North 87 degrees 53 minutes 06 seconds East 224.00 feet, along said north line, also being the existing south right of way line of East Faries Parkway per said Book 335, Page 591, to the east line of the West 224 feet of the East 556.9 feet of said Lot One (1); thence South 0 degrees 11 minutes 07 seconds East 58.03 feet along said east line; thence South 83 degrees 08 minutes 31 seconds West 145.41 feet; thence South 86 degrees 40 minutes 37 seconds West 208.00 feet; thence South 58 degrees 45 minutes 06 seconds West 110.93 feet to the west line of the East one half of the West 446.77 feet of the East 1003.67 feet of said Lot One (1); thence North 0 degrees 11 minutes 07 seconds West 114.00 feet, along said west line, to the Point of Beginning. Said parcel contains 0.743 acres, more or less.

Temporary Construction Easement

A part of the West 224 feet of the East 556.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 533.51 feet, along the north line of the Northwest Quarter of said Section 8, to the intersection of the northerly extension of the west line of the East one half of the West 446.77 feet of the East 1003.67 feet of said Lot One (1) with said north line; thence South 0 degrees 11 minutes 07 seconds East 150.17 feet along said northerly extension and said west line; thence North 58 degrees 45 minutes 06 seconds East 110.93 feet; thence North 86 degrees 40 minutes 37 seconds East 208.00 feet to the Point of Beginning; thence North 83 degrees 08 minutes 31 seconds East 91.78 feet; thence South 2 degrees 02 minutes 57 seconds East 5.66 feet; thence South 86 degrees 40 minutes 37 seconds West 91.48 feet to the Point of Beginning. Said parcel contains 0.006 acres (259 square feet), more or less.

WHEREAS, the City desires to continue to expedite the Grade Separation Project to ensure the obligation of allocated federal funds that have been awarded to the Project and to ensure timely completion thereof; and,

WHEREAS, the Eminent Domain Act (735 ILCS 30/1-1-1, et. seq.) allows the Illinois General Assembly to grant quick take authority to various units of government throughout the State of Illinois, including the City, that allows for the acquisition of real property prior to a final judicial determination of just compensation; therefore, and,

WHEREAS, Quick Take authority would allow the City to acquire the above-described parcel for the Grade Separation Project necessary for the construction of the Project and to advertise and let contracts for said construction in the spring and summer of 2021; and,

WHEREAS, the City intends to utilize any Quick Take powers granted by the Illinois General Assembly only on an as needed basis to ensure the obligation of previously allocated federal funds and for timely completion of the Grade Separation Project; and,

WHEREAS, in order for legislation granting Quick Take authority to the City to be considered and approved by the General Assembly, the City must follow the requirements of Rule 41 of the Rules of the Illinois House of Representatives and Rule 5-6 of the Rules of the Illinois State Senate, which provide generally that (i) the City will notify each owner of an interest in the property, by certified mail, of the City's request for Quick Take authority, (ii) notice of the City's intention to acquire Quick Take authority be published in a newspaper of general circulation in the City, (iii) a public hearing be held regarding the request for Quick Take authority, (iv) the City Council adopt, by recorded vote, a resolution authorizing the City's request to the General Assembly to acquire property using Quick Take and establishing a specified time period for the exercise thereof not to exceed one year, and (v) said resolution and other information be submitted by the Mayor to the Chairperson and Minority Spokesperson of the Illinois House Executive Committee and to the President of the Senate, or his or her designee, and the Minority Leader, or his or her designee, of the Illinois State Senate; and,

WHEREAS, the City has (i) notified the property owners, and parties of interest, of the City's request for Quick Take authority by certified letter on February 16, 2021; (ii) caused the Herald & Review to publish notice of the City's intention to acquire Quick Take authority on February 23, 2021; and (iii) held a public hearing regarding the request for Quick Take authority on March 15, 2021.

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

Section 1. That it hereby requests of the Illinois General Assembly approval of Quick Take authority legislation authorizing the City to acquire Parcel 57a, at 3941 E. Faries Parkway, as described above by eminent domain using quick take authority under 735 ILCS 30/1-1-1 et seq.

Section 2. That the Mayor submit this Resolution and a sworn, notarized affidavit that contains, or has attached as an incorporated exhibit, all documents required under Rule 41 of the Rules of the Illinois House of Representatives and Rule 5-6 of the Rules of the Illinois State Senate to the Chairperson and Minority Spokesperson of the Illinois House Executive Committee and to the President of the Senate, or his or her designee, and the Minority Leader, or his or her designee, of the Illinois State Senate.

Section 3. That any grant of Quick Take authority by the Illinois General Assembly to the City of Decatur given pursuant to this request be used only on an as needed basis to ensure

the obligation of Federal funds and to ensure the successful and timely completion of the Grade Separation Project.

Section 4. That any grant of Quick Take authority may be used for a period of 12 months after the effective date of such grant by the Illinois General Assembly to the City of Decatur.

Section 5. That this resolution shall become effective upon the adoption thereof.

PRESENTED AND ADOPTED this 5th day of April 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Public Works

DATE: 2/5/2021

MEMO: 2021-15

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Requesting Quick Take Authority to Acquire Parcel 57b, Located at 4147 East Faries Parkway and 4000 East Logan Street, for the Brush College Road over Faries Parkway Grade Separation Project

SUMMARY RECOMMENDATION: Please see Council Memo 2021-15.

ATTACHMENTS:

Description	Type
Resolution Requesting Quick Take Authority to Acquire Parcel 57b, Located at 4147 East Faries Parkway and 4000 East Logan Street, for the Brush College Road over Faries Parkway Grade Separation Project	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION REQUESTING QUICK TAKE AUTHORITY TO ACQUIRE PARCEL
57b, LOCATED AT 4147 EAST FARIES PARKWAY AND 4000 EAST LOGAN
STREET, FOR THE BRUSH COLLEGE ROAD OVER FARIES PARKWAY GRADE
SEPARATION PROJECT**

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

WHEREAS, the City of Decatur (hereinafter the “City”), by virtue of 65 ILCS 5/11-61-1 and the Eminent Domain Act of the State of Illinois, is authorized to exercise the right of eminent domain to acquire property located in an unincorporated area outside of but adjacent and contiguous to its corporate limits deemed necessary and desirable for street and highway purposes by negotiation or eminent domain proceedings; and,

WHEREAS, the City of Decatur has developed plans for the Brush College Road Over Faries Parkway Grade Separation Project; and,

WHEREAS, the City has initiated negotiations for and has acquired the majority of rights-of-way needed for the project; and,

WHEREAS, in order to obtain the remaining necessary highway right-of-way to build the Grade Separation Project, the City has engaged in negotiations with the owners of 4147 East Faries Parkway and 4000 East Logan Street (Parcel 57b) described below. Said negotiations have not yet resulted in the acquisition of said right-of-way, but said negotiations shall continue in earnest; and,

Partial Fee Acquisition

A part of the East 108.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder’s Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 1204.57 feet, along the north line of the Northwest Quarter of said Section 8; thence South 0 degrees 11 minutes 07 seconds East 7.33 feet to the intersection of the west line of the East 108.9 feet of said Lot One (1) with the north line of said Lot One (1) and the Point of Beginning; thence North 87 degrees 53 minutes 06 seconds East 108.90 feet, along said north line, also being the existing south right of way line of East Faries Parkway per said Book 335, Page 591, to the northeast corner of said Lot One (1); thence South 0 degrees 11 minutes 07 seconds East 389.96 feet, along the east line of said Lot One (1), to the

southeast corner of said Lot One (1); thence South 87 degrees 53 minutes 21 seconds West 108.90 feet, along the south line of said Lot One (1), also being the existing north right of way line of East Logan Street per said Book 335, Page 591, to the southwest corner of the East 108.9 feet of said Lot One (1); thence North 0 degrees 11 minutes 07 seconds West 34.92 feet along the west line of the East 108.9 feet of said Lot One (1); thence North 42 degrees 59 minutes 54 seconds East 85.21 feet; thence North 02 degrees 28 minutes 18 seconds East 182.00 feet; thence North 33 degrees 26 minutes 49 seconds West 88.33 feet; thence South 83 degrees 08 minutes 31 seconds West 18.43 feet to the west line of the East 108.9 feet of said Lot One (1); thence North 0 degrees 11 minutes 07 seconds West 39.38 feet, along said west line, to the Point of Beginning. Said parcel contains 0.600 acres, more or less.

Temporary Construction Easement

A part of the East 108.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 1204.57 feet, along the north line of the Northwest Quarter of said Section 8, to the intersection of the northerly extension of the west line of the East 108.9 feet of said Lot One (1) with said north line; thence South 0 degrees 11 minutes 07 seconds East 46.71 feet along said northerly extension and said west line; thence North 83 degrees 08 minutes 31 seconds East 18.43 feet; thence South 33 degrees 26 minutes 49 seconds East 12.23 feet to the Point of Beginning; thence continue South 33 degrees 26 minutes 49 seconds East 41.57 feet; thence North 89 degrees 34 minutes 37 seconds West 23.33 feet; thence North 0 degrees 41 minutes 26 seconds East 34.52 feet to the Point of Beginning. Said parcel contains 0.009 acres (403 square feet), more or less.

WHEREAS, the City desires to continue to expedite the Grade Separation Project to ensure the obligation of allocated federal funds that have been awarded to the Project and to ensure timely completion thereof; and,

WHEREAS, the Eminent Domain Act (735 ILCS 30/1-1-1, et. seq.) allows the Illinois General Assembly to grant quick take authority to various units of government throughout the State of Illinois, including the City, that allows for the acquisition of real property prior to a final judicial determination of just compensation; therefore, and,

WHEREAS, Quick Take authority would allow the City to acquire the above-described parcel for the Grade Separation Project necessary for the construction of the Project and to advertise and let contracts for said construction in the spring and summer of 2021; and,

WHEREAS, the City intends to utilize any Quick Take powers granted by the Illinois General Assembly only on an as needed basis to ensure the obligation of previously allocated federal funds and for timely completion of the Grade Separation Project; and,

WHEREAS, in order for legislation granting Quick Take authority to the City to be considered and approved by the General Assembly, the City must follow the requirements of Rule 41 of the Rules of the Illinois House of Representatives and Rule 5-6 of the Rules of the Illinois State Senate, which provide generally that (i) the City will notify each owner of an interest in the property, by certified mail, of the City's request for Quick Take authority, (ii) notice of the City's intention to acquire Quick Take authority be published in a newspaper of general circulation in the City, (iii) a public hearing be held regarding the request for Quick Take authority, (iv) the City Council adopt, by recorded vote, a resolution authorizing the City's request to the General Assembly to acquire property using Quick Take and establishing a specified time period for the exercise thereof not to exceed one year, and (v) said resolution and other information be submitted by the Mayor to the Chairperson and Minority Spokesperson of the Illinois House Executive Committee and to the President of the Senate, or his or her designee, and the Minority Leader, or his or her designee, of the Illinois State Senate; and,

WHEREAS, the City has (i) notified the property owners, and parties of interest, of the City's request for Quick Take authority by certified letter on February 16, 2021; (ii) caused the Herald & Review to publish notice of the City's intention to acquire Quick Take authority on February 23, 2021; and (iii) held a public hearing regarding the request for Quick Take authority on March 15, 2021.

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

Section 1. That it hereby requests of the Illinois General Assembly approval of Quick Take authority legislation authorizing the City to acquire Parcel 57b, at 4147 E. Faries Parkway and 4000 E. Logan Street, as described above by eminent domain using quick take authority under 735 ILCS 30/1-1-1 et seq.

Section 2. That the Mayor submit this Resolution and a sworn, notarized affidavit that contains, or has attached as an incorporated exhibit, all documents required under Rule 41 of the Rules of the Illinois House of Representatives and Rule 5-6 of the Rules of the Illinois State Senate to the Chairperson and Minority Spokesperson of the Illinois House Executive Committee and to the President of the Senate, or his or her designee, and the Minority Leader, or his or her designee, of the Illinois State Senate.

Section 3. That any grant of Quick Take authority by the Illinois General Assembly to the City of Decatur given pursuant to this request be used only on an as needed basis to ensure the obligation of Federal funds and to ensure the successful and timely completion of the Grade Separation Project.

Section 4. That any grant of Quick Take authority may be used for a period of 12 months after the effective date of such grant by the Illinois General Assembly to the City of Decatur.

Section 5. That this resolution shall become effective upon the adoption thereof.

PRESENTED AND ADOPTED this 5th day of April 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Public Works

DATE: 2/5/2021

MEMO: 2021-15

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Requesting Quick Take Authority to Acquire 1880 North Brush College Road for the Brush College Road over Faries Parkway Grade Separation Project

SUMMARY RECOMMENDATION: Please see Council Memo 2021-15.

ATTACHMENTS:

Description	Type
Resolution Requesting Quick Take Authority to Acquire 1880 North Brush College Road for the Brush College Road over Faries Parkway Grade Separation Project	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION REQUESTING QUICK TAKE AUTHORITY TO ACQUIRE PARCEL
39, LOCATED AT 1880 NORTH BRUSH COLLEGE ROAD FOR THE BRUSH
COLLEGE ROAD OVER FARIES PARKWAY GRADE SEPARATION PROJECT**

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

WHEREAS, the City of Decatur (hereinafter the “City”), by virtue of 65 ILCS 5/11-61-1 and the Eminent Domain Act of the State of Illinois, is authorized to exercise the right of eminent domain to acquire property located in an unincorporated area outside of but adjacent and contiguous to its corporate limits deemed necessary and desirable for street and highway purposes by negotiation or eminent domain proceedings; and,

WHEREAS, the City of Decatur has developed plans for the Brush College Road Over Faries Parkway Grade Separation Project; and,

WHEREAS, the City has initiated negotiations for and has acquired the majority of rights-of-way needed for the project; and,

WHEREAS, in order to obtain the remaining necessary highway right-of-way to build the Grade Separation Project, the City has engaged in negotiations with the owners of 1880 North Brush College Road (Parcel 39) described below. Said negotiations have not yet resulted in the acquisition of said right-of-way, but said negotiations shall continue in earnest; and,

Lot 8 of Westlake 2nd Addition of Outlots to the City of Decatur, as per Plat recorded in Book 335, Page 591 of the Records in the Recorder’s Office of Macon County, Illinois also known as 1880 North Brush College Road

WHEREAS, the City desires to continue to expedite the Grade Separation Project to ensure the obligation of allocated federal funds that have been awarded to the Project and to ensure timely completion thereof; and,

WHEREAS, the Eminent Domain Act (735 ILCS 30/1-1-1, et. seq.) allows the Illinois General Assembly to grant quick take authority to various units of government throughout the State of Illinois, including the City, that allows for the acquisition of real property prior to a final judicial determination of just compensation; therefore, and,

WHEREAS, Quick Take authority would allow the City to acquire the above-described parcel for the Grade Separation Project necessary for the construction of the Project and to advertise and let contracts for said construction in the spring and summer of 2021; and,

WHEREAS, the City intends to utilize any Quick Take powers granted by the Illinois General Assembly only on an as needed basis to ensure the obligation of previously allocated federal funds and for timely completion of the Grade Separation Project; and,

WHEREAS, in order for legislation granting Quick Take authority to the City to be considered and approved by the General Assembly, the City must follow the requirements of Rule 41 of the Rules of the Illinois House of Representatives and Rule 5-6 of the Rules of the Illinois State Senate, which provide generally that (i) the City will notify each owner of an interest in the property, by certified mail, of the City's request for Quick Take authority, (ii) notice of the City's intention to acquire Quick Take authority be published in a newspaper of general circulation in the City, (iii) a public hearing be held regarding the request for Quick Take authority, (iv) the City Council adopt, by recorded vote, a resolution authorizing the City's request to the General Assembly to acquire property using Quick Take and establishing a specified time period for the exercise thereof not to exceed one year, and (v) said resolution and other information be submitted by the Mayor to the Chairperson and Minority Spokesperson of the Illinois House Executive Committee and to the President of the Senate, or his or her designee, and the Minority Leader, or his or her designee, of the Illinois State Senate; and,

WHEREAS, the City has (i) notified the property owners, and parties of interest, of the City's request for Quick Take authority by certified letter on February 16, 2021; (ii) caused the Herald & Review to publish notice of the City's intention to acquire Quick Take authority on February 23, 2021; and (iii) held a public hearing regarding the request for Quick Take authority on March 15, 2021.

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

Section 1. That it hereby requests of the Illinois General Assembly approval of Quick Take authority legislation authorizing the City to acquire 1880 North Brush College Road, as described above by eminent domain using quick take authority under 735 ILCS 30/1-1-1 et seq.

Section 2. That the Mayor submit this Resolution and a sworn, notarized affidavit that contains, or has attached as an incorporated exhibit, all documents required under Rule 41 of the Rules of the Illinois House of Representatives and Rule 5-6 of the Rules of the Illinois State Senate to the Chairperson and Minority Spokesperson of the Illinois House Executive Committee and to the President of the Senate, or his or her designee, and the Minority Leader, or his or her designee, of the Illinois State Senate.

Section 3. That any grant of Quick Take authority by the Illinois General Assembly to the City of Decatur given pursuant to this request be used only on an as needed basis to ensure the obligation of Federal funds and to ensure the successful and timely completion of the Grade Separation Project.

Section 4. That any grant of Quick Take authority may be used for a period of 12 months after the effective date of such grant by the Illinois General Assembly to the City of Decatur.

Section 5. That this resolution shall become effective upon the adoption thereof.

PRESENTED AND ADOPTED this 5th day of April 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Public Works

DATE: 3/24/2021

MEMO: 2021-31

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Concurring with the Illinois Department of Transportation in the Award of a Contract to Improve the Center Street Bridge over Stevens Creek,
Section Number 19-00904-00-BR
City Project 2019-04

SUMMARY RECOMMENDATION:

It is recommended that the City Council authorize the Mayor to sign, and the City Clerk to attest, to a resolution authorizing the City to concur with the Illinois Department of Transportation in awarding a contract to Sangamo Construction Company to improve the Center Street Bridge over Stevens Creek at their low bid of \$1,595,148.92.

BACKGROUND:

On February 1, 2021, the City Council authorized a City-State Joint Agreement to replace the Center Street bridge over Stevens Creek for a total estimated cost of \$1.3 million. Because the project is utilizing Federal funds, the work will be completed under a State contract with the City providing the daily project inspection under IDOT supervision. IDOT recently opened bids for the project at their March 5 statewide bid letting.

The City has secured Federal funding of up to \$1,280,000 as an 80/20 split for a total \$1.6 million project to replace the Center Street bridge. The Current City budget anticipated a cost of \$1.6 million and allocated \$320,000 in Rebuild Illinois funds for the project.

Letting Results

The project scope and specifications were prepared by WHKS & Co. Engineering. The project was advertised under State letting on January 29, 2021, and bids were opened by the Illinois Department of Transportation on March 5, 2021. The results of the letting are as follows:

<u>Bidder</u>	<u>Total Bid Price</u>	<u>Compared to Engineer's Est. Over (Under)</u>
Sangamo Construction Company	\$1,595,148.92	18.79%
Plocher Construction Company	\$1,674,000.00	24.66%

White Construction LLC	\$1,691,689.41	25.98%
Stark Excavating, Inc.	\$1,766,605.04	31.55%
Engineer's Estimate	\$1,342,868.50	-----

The bids all exceeded the Engineer's Estimate by a significant margin. When bids exceed 10% of the estimate, IDOT reviews the bids received along with the estimate to determine if there were bid items that were estimated too low compared to recent bid prices. While IDOT will not allow a review of the specific bid items, they have discussed the project with City staff and the City's design engineer, WHKS. WHKS has held discussions with IDOT and provided their recommendation on the attached Bid Analysis and Recommendations letter. They note that according to IDOT, there were bid items that have shown sharp increases in recent bids that cannot be easily forecast by reviewing past bids. For this reason, IDOT has determined that the bids received, although higher than anticipated, are reasonable and that it is not likely that better prices will be secured by rejecting them and rebidding the project. Rather it is more likely that bid prices will only increase and cause the bridge to be closed over the next winter or the project to be delayed a year. Either situation has the real potential to increase costs. The WHKS letter discusses this pretty well.

IDOT seeks the concurrence of the City to award the contract to Sangamo Construction Company and pay the additional matching funds that are required. With the project now approaching \$1.6 million the approved Federal funding is increased to \$1,280,000 (80%) with a City match of \$320,000 (20%). The City has currently authorized \$260,000. By concurring with the project award, the City will be obligated to approve the additional funding needed at the conclusion of the project when final costs are known. The additional funding needed is anticipated to be approximately \$60,000 and was included in the 2021 budget. As noted in the original City-State project agreement, the City intends to use Rebuild Illinois Bond Grant funds to cover the City's match.

PRIOR COUNCIL ACTION:

June 20, 2016 – City Council was given a memorandum detailing the condition and status of the City's bridges that fall within the jurisdiction of the National Bridge Inspection Standards (NBIS). This memorandum identified bridges with structural concerns including the Center Street Bridge. This project will replace the bridge.

October 3, 2016 – The City Council authorized Resolution R2016-116 approving a Professional Engineering Services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform bridge inspections and prepare preliminary bridge condition reports for a fee of \$77,803.80. The Center St Bridge over Stevens Creek was one of the bridges inspected by AECOM.

October 11, 2019 – The City Council was given a memorandum detailing the updated condition of the Center Street Bridge, requiring closure of the north lane reducing the bridge to one lane.

January 21, 2020 – City Council approved Resolution R2020-09 appropriating \$305,114.20 in State Motor Fuel Tax (MFT) funds to pay for the agreement with WHKS & Co to perform bridge design services for the Center Street Bridge over Stevens Creek.

February 21, 2021 – City Council approved Resolution R2021-10 appropriating \$290,000.00 in State Motor Fuel Tax (MFT) funds using Rebuild Illinois Bond Grants to pay for the City’s \$260,000.00 match with the State and a \$30,000.00 contingency, for the improvement of the Center Street Bridge over Stevens Creek (SN 058-3061).

February 21, 2021 – City Council approved Resolution R2021-11 appropriating \$19,833.00 in State Motor Fuel Tax (MFT) funds using Rebuild Illinois Bond Grants to pay \$19,833.00 for a preliminary engineering agreement with WHKS to perform construction engineering services for the improvement of the Center Street Bridge over Stevens Creek (SN 058-3061).

February 21, 2021- City Council approved Resolution R2021-12 authorizing a Local Public Agency Agreement for Federal Participation to improve the Center Street Bridge over Stevens Creek (SN 058-3061). The Agreement authorizes a \$1,300,000.00 bridge reconstruction project with Federal funding at 80% up to a maximum of \$1,040,000.00 with the remaining 20%, estimated at \$260,000.00, being owed by the City.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: Illinois Department of Transportation, WHKS & Co.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The cost to replace the Center Street Bridge over Stevens Creek is anticipated to cost \$1.6 million with an 80% Federal Participation of \$1,280,000 and a 20% City match of \$320,000. The City will be responsible for the balance required above these amounts. City funding is proposed to be allocated in the State Motor Fuel Tax fund using Rebuild Illinois Bond Grant funding.

Staffing Impact: Staff time is allocated to manage the Center Street Bridge Replacement Project.

CONSTRUCTION SCHEDULE:

Following the City’s concurrence, IDOT will begin their process of awarding the contract to Sangamo and begin the preparations for construction to begin. This process generally takes 6-8 weeks. Active bridge construction should begin by the first part of June with completion expected in December of this year. Center Street will be closed during construction.

ATTACHMENTS:

Description	Type
Resolution Concurring with the Illinois Department of Transportation in the Award of a Contract to Improve Center Street Bridge City Project 2019-04	Resolution Letter
IDOT Letting Results	Backup Material
WHKS Center Street Bridge Bid Analysis	Backup Material

RESOLUTION NO. _____

**RESOLUTION CONCURRING WITH THE ILLINOIS DEPARTMENT OF
TRANSPORTATION IN THE AWARD OF A CONTRACT TO IMPROVE THE
CENTER STREET BRIDGE OVER STEVENS CREEK
SECTION NUMBER: 19-00904-00-BR
CITY PROJECT 2019-04**

WHEREAS, on February 1, 2021, the City of Decatur entered into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the improvement of Center Street by the replacement of a bridge superstructure over Stevens Creek, known to the Illinois Department of Transportation as MFT Section Number 19-00904-00-BR and State Job Number C-97-107-21.

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

WHEREAS, the Federal funding source requires a match of local funds, and;

WHEREAS, on March 5, 2021, the Illinois Department of Transportation opened bids for the improvement of the Center Street bridge over Stevens Creek and requires the concurrence of the City to proceed with the contract award, and;

WHEREAS, the Illinois Department of Transportation has approved Federal funding of 80% of the project costs to a maximum of \$1,280,000, and;

WHEREAS, the Decatur City Council has authorized \$260,000 in Rebuild Illinois Bond Grant funds plus additional funding as may be necessary to complete the aforementioned project.

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

Section 1. That the City Council of the City of Decatur, Illinois authorizes the City Manager or designee to concur with the Illinois Department of Transportation in the award of a contract with Sangamo Construction Company to improve the Center Street Bridge over Stevens Creek (Section Number 19-00904-00-BR) for their low bid of \$1,595,148.92.

PRESENTED and ADOPTED this 5th day of April 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

Illinois Department of Transportation
As Accepted Tabulation of Bids
For Letting: 03/05/2021

Run Time 03/05/2021 12:10 PM

Estimate: \$1,342,868.50

Letting Item: 125

Route: FAU 7374

Contract: 95890

Section: 19-00904-00-BR (DECATUR)

Project: YBF1(666)

District: 7

County: Macon

Contract Description: Replace the bridge carrying Center Street over Steven Creek and reconstruct the approach roadway. Project is located northwest of Hunt Street in Decatur.

5310 Sangamo Construction Company

2100 East Moffat St
Springfield, IL 62702
Phone: (217) 544-9871
Fax: (217) 544-9873
office@sangamo.net

\$1,595,148.92

4757 Plocher Construction Company, Inc.

2808 Thole-Plocher Road
Highland, IL 62249
Phone: (618) 654-9408
Fax: (618) 654-6454
bids@plocherco.com

\$1,674,000.00

6450 White Construction LLC

PO Box 249
Clinton, IN 47842
3900 E. White Ave.
Clinton, IN 47842
Phone: (765) 828-2593
Fax: (765) 832-1860
civilestimating@whiteconstruction.com

\$1,691,689.41

5672 Stark Excavating, Inc.

1805 W Washington St.
Bloomington, IL 61701
Phone: (309) 828-5034
Fax: (309) 829-3897
estimating@starkcompanies.com

\$1,766,605.04

1232 County Contractors, Inc.

P.O. Box 3522
Quincy, IL 62305
1228 East 1350th Street
Quincy, IL 62305
Phone: (217) 885-3550
Fax: (217) 885-3575
chris@countycontractorsinc.com

(No Bid)

Illinois Department of Transportation
As Accepted Tabulation of Bids
For Letting: 03/05/2021

Run Time 03/05/2021 12:10 PM

Letting Item: 125

Contract: 95890

District: 7

Route: FAU 7374

Section: 19-00904-00-BR (DECATUR)

County: Macon

Project: YBF1(666)

Contract Description: Replace the bridge carrying Center Street over Steven Creek and reconstruct the approach roadway. Project is located northwest of Hunt Street in Decatur.

1908 Freesen, a div of UCM, Inc.

P.O. Box 13420

(No Bid)

Springfield, IL 62791

3151 Robbins Road

Springfield, IL 62704

Phone: (217) 546-6192

Fax: (217) 546-1904

FI@ucm.biz

3163 Kinney Contractors, Inc.

19342 E. Frontage Rd.

(No Bid)

Raymond, IL 62560

Phone: (217) 229-3322

Fax: (217) 229-3609

kinney@roadbuilder.net

March 18, 2021

Mr. Paul Caswell, P.E.
City Engineer
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

RE: City of Decatur
Center St. Bridge Replacement
Bid Analysis and Recommendations

Dear Mr. Caswell:

On March 5, 2021, the Illinois Department of Transportation received four bids to complete the replacement for the Center Street Bridge. The bids received are shown below in increasing order.

Construction Company	Total Bid
Sangamo Construction Company	\$ 1,595,148.92
Plocher Construction Company	\$ 1,674,000.00
White Construction	\$ 1,691,689.41
Stark Excavating	\$1,766,605.04
Contractor Average	\$ 1,681,860.84
Engineer's Final Opinion of Probable Cost	\$1,314,004.50

The Opinion of Probable Cost prepared by WHKS is \$1,314,004.50. The Opinion of Probable Cost is based on bidding information from previous projects as provided by IDOT and is typically reviewed by IDOT for concurrence at various plan review stages. Since the lowest bid is not within 5% of Engineer's Opinion of Probable Cost, the low bid required further analysis by IDOT as well as IDOT and City approval to be awarded.

Since IDOT does not release unit prices for recently let projects, a detailed analysis of differences between the Contractor's bids and the Engineer's Estimate cannot be performed by the City or WHKS. For this reason, a conversation was held between IDOT Local Roads, The City and WHKS and there was a subsequent conversation between WHKS and the IDOT District Estimator to determine the significant differences between the Contractor's and Engineer's cost.

Based on the conversation with the District Estimator, the notable differences in unit prices were in the Concrete Structures and Cofferdam pay items. Recent sharp increases in both steel and lumber material prices attributed to some of the difference in prices. Also, there is great variability in awarded unit prices of Cofferdams and the risk and effort level viewed by the bidders may be different than what was assumed for the Opinion of Probable Cost.

In addition to the above, IDOT has indicated that there have been recent sharp increases in some unit prices that are not fully realized by the historical bid information used for estimating. While general trends can be captured, sharp increases over 6-9 months are not captured as the data published by IDOT is generally 6 months old. The pandemic in conjunction with increased transportation funding in Illinois has created a volatile bidding environment with increasing material and labor prices due to production/supply issues along with increased competition for labor as it is spread over more available work. This information helps explain why the Engineer's Opinion of Probable Cost is about 21% lower than the lowest bid and gives us a better understanding in making a recommendation on the bids.

Based on our analysis and discussions with IDOT, it is our opinion that re-advertising will not result in lower prices. Considering the size of the April bulletin, it is more likely the cost will increase further if the project is delayed and re-advertised. In addition, the condition of bridge is poor, with traffic already reduced to a single lane. Re-advertisement would increase the amount of time the deficient bridge is open to traffic and possibly prolong the closure for construction beyond the current construction season. This could possibly require the bridge to be closed over next winter which also increases costs.

Based on the provided information and considering the low bid is from a local, reputable bridge contractor familiar with this type of work, WHKS has no reservation in recommending the City allow IDOT award the contract.

Please feel free to contact me at your convenience if you wish to discuss our recommendation in more detail.

Sincerely,
WHKS & co.

Cory W. Chamberlain, P.E., S.E.
Principal/Project Manager

Public Works

DATE: 3/24/2021

MEMO: 2021-43

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Keith Alexander, Water Production Manager
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the Bid Price of Bob Ridings Inc. for the Purchase of One (1) 2022 Ford F-250 Pickup Truck with a Lift Gate and Snow Plow.

SUMMARY RECOMMENDATION: Staff recommends awarding a contract in the amount of \$43,165.00 to Bob Ridings Ford Ford, Inc. for one (1) 2022 Ford F-250 Super Crew Cab, 4-wheel drive pickup truck with a rear lift gate and snow plow.

BACKGROUND:

The City of Decatur Water Production Division has requested one (1) new vehicle to replace one (1) 2006 Ford F-250 Pickup Truck due to its age and condition.

The vehicle being replaced is: One 2006 Ford F-250 Regular Cab, 4-wheel drive pickup with a rear lift gate, snow plow and has 171,782 miles.

The replacement vehicle is estimated to be delivered in 90-120 days.

DISPOSAL OF REPLACED UNITS: The replaced vehicle will be recycled to replace the vehicle listed below after the new vehicle is put in service.

The vehicle being recycled out is a 2006 F-250 regular cab pickup with 171,782 miles in poor condition.

This vehicle will be sold or auctioned.

OTHER BIDDERS: None.

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 wrote bid specifications based Water Production Division requirements.

STAFF REFERENCE: Matthew Newell, Public Works Director, Dan Mendenall Municipal Services Manager. Matt Newell will be in attendance to answer any questions. This memorandum was prepared by Chris Bergschneider Fleet Supervisor.

BUDGET/TIME IMPLICATIONS:

Funding for the expenditure is available in the FY 2021 Budget.

ATTACHMENTS:

Description	Type
2021-43 Memo Purchase Vehicle 153 Ford F-250	Cover Memo
2021-43 Resolution with Bid Tab Ford F-250 Pickup with Lift Gate & Snow Plow	Resolution Letter

Public Works Memorandum
No. 2021-43

DATE: March 24, 2021

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Keith Alexander, Water Production Manager
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the Bid Price of Bob Ridings Inc. for the Purchase of One (1) 2022 Ford F-250 Pickup Truck with a Lift Gate and Snow Plow.

SUMMARY RECOMMENDATION: Staff recommends awarding a contract in the amount of \$43,165.00 to Bob Ridings Ford Ford, Inc. for one (1) 2022 Ford F-250 Super Crew Cab, 4-wheel drive pickup truck with a rear lift gate and snow plow.

BACKGROUND: The City of Decatur Water Production Division has requested one (1) new vehicle to replace one (1) 2006 Ford F-250 Pickup Truck due to its age and condition.

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The vehicle being recycled out is a 2006 F-250 regular cab pickup with 171,782 miles in poor condition.

This vehicle will be sold or auctioned.

PRIOR COUNCIL ACTION: None.

OTHER BIDDERS: None.

POTENTIAL OBJECTIONS: There are no known objections.

BUDGET IMPLICATIONS: Funding for the expenditure is available in the FY 2021 Budget.

INPUT FROM OTHER SOURCES: Fleet Maintenance wrote bid specifications based Water Production Division requirements.

STAFF REFERENCE: Matthew Newell, Public Works Director, Dan Mendenall Municipal Services Manager. Matt Newell will be in attendance to answer any questions.

LEGAL REVIEW: There are no contracts for Legal to review.

This memorandum was prepared by Chris Bergschneider Fleet Supervisor.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID PRICE OF BOB RIDINGS, INC. FOR THE
PURCHASE OF ONE (1) 2022 FORD F-250 PICKUP TRUCK WITH A LIFT GATE
AND SNOW PLOW**

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

Section 1. That the bid received for one (1) 2022 Ford F-250 Pickup Truck with a Lift Gate and Snow Plow, presented herewith as Exhibit A and made part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid price of Bob Ridings, Inc., in the amount of \$43,165.00 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 Bob Ridings, Inc., for their bid price of \$43,165.00.

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 April, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

PUR2021-02 <u>Project Name:</u> Heavy Duty 3/4 Ton Pickup Truck with Snow Plow & Liftgate Bid Date: March 10, 2021 Time: 10:00 a.m.				Bob Ridings, Inc. Taylorville, IL	
	Description	QTY.	Unit	Unit Price	Total
				2022 Ford	
				F250	
	Heavy Duty 3/4 Ton Pickup				
	with Snow Plow & Liftgate	1		\$43,165.00	\$43,165.00

TOTAL

\$43,165.00

Public Works

DATE: 3/29/2021

MEMO: 2021-42

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 a Support Services 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 Support Services Agreement with Concentric Integration, LLC for South Water Treatment Plant SCADA System for a fee of \$34,260.

BACKGROUND:

Many of the South Water Treatment Plant's critical purification processes are 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 are 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.

The current agreement expires on March 31, 2021. Therefore, since Concentric Integration is the firm that is most familiar with the plant's SCADA system, provides high quality services, and is located in Illinois, it is recommended that Concentric Integration be awarded a one year agreement effective April 1, 2021 to March 31, 2022 for a total fee of \$34,260. For comparison, the 2017 fee was \$38,016, the 2018 fee was \$48,339 and the two year 2019-2020 fee was \$70,105. Due to the constantly evolving nature and cost of digital equipment, software and extended warranties, Concentric Integration no longer offers multiyear service agreements.

Annual fees vary depending on when specific SCADA hardware and software support and extended warranty agreements need to be renewed.

Concentric Integration will provide the following SCADA services:

- Perform continuous proactive system maintenance - see page 6 of the agreement for details
- Renew hardware and software support and extended warranty agreements - see page 11 of the agreement for details
- Perform reactive maintenance as needed, 24 hours a day, 7 days per week

PRIOR COUNCIL ACTION:

- 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:

Gregg Zientara, Director of Financial Management and Wendy Morthland, Corporation Counsel have approved the agreement.

STAFF REFERENCE: Matt Newell, Public Works Director, Keith Alexander, Water Production Manager. Matt Newell will be in attendance at the City Council meeting to answer any questions of 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 expires on March 31, 2021.

COPY:

Doug Swanson, Concentric Integration, LLC
Randy Weaver, Water Production Maintenance Supervisor
Chaundra Smith, Water Production Operations Supervisor

ATTACHMENTS:

Description	Type
-------------	------

Resolution Authorizing a Support Services
Agreement with Concentric Integration, LLC
for South Water Treatment Plant SCADA
System

Resolution Letter

RESOLUTION NO. R2021-_____

**RESOLUTION AUTHORIZING A SUPPORT SERVICES 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 of \$34,260.00.

PRESENTED AND ADOPTED this 5th day of April, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



Exhibit A

Support Services Agreement 2021 - 2022

Customer: City of Decatur, IL

Concentric Job Number: 210068.00

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.
 - 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. Under this agreement, there is a fixed discount on labor of 5% off those standard 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.

Description	Included	Fee
Fixed Fee Services		\$34,260
Project Management	☒	
Proactive Maintenance	☒	
Technology & SCADA Budget Planning	☒	
Third-Party Support Renewals	☒	
Total Fee		\$34,260

2021 Rate Sheet¹

Role	Rate	Description & Typical Duties
Principal	\$210	Provides oversight & direction. Responsible for contracts, scope, overall satisfaction.
Automation Engineer IV	\$180	Advanced controls, automation startups and project involvement. High level troubleshooting of technical issues.
Automation Engineer III	\$145	Performs and coordinates advanced design, programming, and field activities, including controls, automation startup assistance, project involvement, and high level troubleshooting of technical issues. Can be involved with client assessments and writing technical reports to set direction related to process automation and technology.
Automation Engineer II	\$130	Works as a team member to perform more advanced design, programming, and field activities (PLCs, OITs, controls, & related repairs) with direction from senior staff, typically on larger WTPs, WWTPs, and integrated systems.
Automation Engineer I	\$120	Provides panel/CAD design and programming tasks for small processes (lift stations, pump control, etc.). Provides panel/CAD design, as well as Instrumentation & Control design. Works as a team member to perform design, programming, and field activities with direction from senior staff.
IT Consultant IV	\$180	Lead industrial/automation information technology designer and responsible for commissioning, quality control, and project management. Works as a leader to coordinate work with consultants/analysts. Performs and coordinates advanced design of client networks/systems.
IT Consultant III	\$145	Performs server, network, and desktop architecture, design, management, and oversight. High level troubleshooting of network, security, and server technical issues. Works as a team leader to coordinate work with consultants/analysts. Performs and coordinates advanced design of client networks/systems.
IT Consultant II	\$125	Performs server, network, and desktop management and oversight and typical higher-level network administration duties. Can also be a project coordinator or manager.
IT Consultant I	\$110	Provides basic systems and network administration/support services. Performs PC Workstation/Server Administration services and tasks. Works as a team member for support of client systems and network administration.
Administrative Support	\$85	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: April 1, 2021

End Date: March 31, 2022

Fixed Fee Services: Payment to be made in twelve (12) equal payments of \$2,855 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

Standard Terms and Conditions

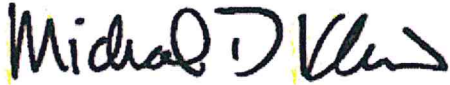
Concentric Integration, LLC's **Terms and Conditions attached to this document are hereby incorporated into this Project Proposal.** By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Terms & Conditions are legal, valid and binding obligations upon the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

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:
CITY OF DECATUR, IL

ACCEPTED BY: _____

Mayor: _____

DATE: _____

City Clerk: _____

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 table) 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.

The following table details the Proactive services included under this Support Agreement, and at what frequency:

Proactive Maintenance	Minimum Service Frequency:					
	N/A	Twice Monthly	Monthly	Quarterly	Twice Annually	Annually
Firewall Maintenance: - Upgrade Firmware - Review Security Logs & Backup Configuration	☐	☐	☐	☒	☐	☐
Backup Review: - Upgrade Firmware & Check Free Space - Check and Back Up Configuration	☐	☐	☐	☒	☐	☐
Server Maintenance: - Review Windows System Logs - Review Windows Services - Apply Windows Updates - Check Drive Free Space - Verify & Update Anti-Virus Software - Verify Backups Functioning Properly - Back Up SCADA Applications, if Applicable - Check UPS Operation (remotely, if possible)	☐	☐	☒	☐	☐	☐
Server Infrastructure: - Perform Updates for BIOS, Drivers, Firmware, etc. - Review Server Hardware Operation	☐	☐	☐	☒	☐	☐
Server Software: Perform Backup and Anti-Virus Software Version Upgrades.	☐	☐	☐	☒	☐	☐
Workstation Maintenance: - Apply Windows Updates - Verify & Update Anti-Virus Software	☐	☐	☒	☐	☐	☐
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 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	☐	☐	☐	☐	☐	☒

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. 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	Quantity
Server (including physical and virtual)	6
Desktop PC	2
Laptop PC	1
Tablet	0
Firewall	1
Managed Switch	9
Unmanaged Switch	
Router (including wired and wireless)	0
Network Attached Storage (NAS)	1
Storage Area Network (SAN)	0
Human Machine Interface (HMI)	0
Programmable Logic Controller (PLC)	1
SCADA Radios	0
Industrial Protocol Converters	2
Operator Interface Terminal (OIT)	1

Physical Devices

Name	Mfr	Model	Serial #	Role
SWTSC2	Dell	Precision T3610	CZQ9M02	Secondary SCADA Server
SWTSCSV1	Dell	OptiPlex 3020	6GQKK02	Workstation
SWTSCSV2	Dell	OptiPlex 3020	7DXJK02	Workstation
SWTSCSV3	Dell	Latitude E5540	CRK3YZ1	Laptop
SWTSCVM1	Dell	PowerEdge R720	4J30M02	Virtual Machine Host Server
SWTSCNS1	QNAP	TS-469L	Q143I06360	NAS
SWTSCFW1	Cisco	ASA 5512	FTX181710KV	Firewall
SWTSCSW1	Cisco	Catalyst WS-C3560X-24T-L	FDO1808Z0DB	Switch
	Tripp Lite	Smart Online UPS 2200VA XL RM with PDU		UPS and Battery

Virtual Machines

Name	Role
SWTSC1	Primary SCADA Server
SWTSCUT1	Utility Server
SWTSCDB1	Database and Reporting Server
SWTSCTS1	Remote Desktop Server

Control Panels

Name	Notes
SCC-1C	New Control Panel
Plant Switchgear Communications	Ethernet Communications & Modbus Converters Only
Transfer & High Service Pumps Medium Voltage Starter Panel	Ethernet Communications & Modbus Converters Only

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	Total
Cisco SMARTnet MNT Premium for Catalyst 3560X (SN FDO1808Z0DB)	☒	7/1/2021 – 10/31/2021	1	\$585
Cisco SMARTnet MNT Premium for ASA5512 (SN FTX181710KV)	☒	7/1/2021 – 6/30/2022	1	\$1,375
Veritas Backup Exec Server & Backup Exec Agents (for Windows and VMWare/HyperV)	☒	5/7/2021 – 5/6/2022	1	\$610
VMware Production Subscription for vSphere 5 Standard for 1 Processor	☒	6/3/2020 – 6/2/2021	2	\$715
Dell Optiplex 7060 (C7DYWN2)	☒	12-18-2021 – 12/18/2022	1	\$105
GE Acceleration Plan	☒	7/12/2021 - 7/12/2022	1	\$6,895
Total				\$10,285



TERMS AND CONDITIONS

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 will provide to Customer System maintenance and support services as part of the Services and without additional charge.

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. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the Owner may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, Concentric shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the Owner shall receive reproducible copies of Drawings, Custom Developed Applications and other documents completed by Concentric

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**Error! Reference source not found.** 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**Error! Reference source not found.**, (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 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.



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 **Macon 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.



17. Indemnification. Concentric agrees to hold harmless and indemnify the Owner and each of its officers, agents and employees from any and all liability claims, losses, or damages, to the extent that such claims, losses, or damages are caused by Concentric's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the Owner or other consultants, contractors or subcontractors working for the Owner, or their officers, agents and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of Concentric and the Owner they shall be borne by each party in proportion to its negligence.

Community Development

DATE: 4/5/2021

MEMO: nO. 21-09

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Subrecipient Agreement Extension for Adult Education Training Program- Project READ.

SUMMARY RECOMMENDATION:

Staff recommends approval of the attached subrecipient agreement with Richland Community College as fiscal agent for Project READ for Adult Education Training Employment related activities. The recommended allocation is \$40,000 which is from the Community Development Block Grant (CDBG) fund as provided by the Department of Housing and Urban Development. This agreement expires June 30, 2022. Activities include but are not limited to: adult literacy program implementation.

BACKGROUND:

The Neighborhood Services Division funded two nonprofit agencies in 2019. CDBG Funds remained after the award, and the City agreed to continue funding through an extension of the existing grant. Services to qualified residents were canceled, limited and then eventually resumed because of the pandemic, however the financial extension did not take place.

STAFF REFERENCE: Additional questions can be forwarded to Richelle D. Irons at 217.424.2864 or Rirons@decaturil.gov.

BUDGET/TIME IMPLICATIONS:

Funding is allocated from the CDBG and is part of the FY2021 budget which was approved by City Council.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING SUBRECIPIENT AGREEMENT EXTENSION
FOR ADULT EDUCATION TRAINING PROGRAM
PROJECT READ**

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

Section 1. That the Community Development Block Grant(CDBG) Subrecipient Agreement for the FY21, between the City of Decatur Illinois, and Richland Community College, as fiscal agent for Project READ for Adult Education Training related activities be, and the same is hereby, received, placed on file and approved.

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

PRESENTED and ADOPTED this 5th day of April, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**CITY OF DECATUR
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT**

This Community Development Block Grant Sub-recipient Agreement (the "AGREEMENT") is made on this 5th day of April 2021, by and between the **City of Decatur**, an Illinois Municipal Corporation (hereinafter "CITY") and **Richland Community College as fiscal agent for Project READ PLUS** (hereinafter "SUBRECIPIENT").

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

- IV. **LENGTH OF AGREEMENT:** The term of this Agreement shall begin no sooner than **April 12, 2021 and end on June 30, 2022.** A notice to proceed will be provided. Payment of CDBG funds by the CITY to the SUB-RECIPIENT shall occur for the approved eligible services and/or activities performed but the SUB-RECIPIENT during the term of this Agreement as long as the SUB-RECIPIENT is still performing in accordance with the terms of the Agreement.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUB-RECIPIENT has control over CDBG funds, including any program income. *The term of the agreement may be extended an additional six months if services are interrupted by the pandemic.*

- V. **AMOUNT OF APPROPRIATION:** The appropriation of CDBG funds for the Program shall be for an amount not to exceed **Forty Thousand Dollars (\$40,000.00)**. The SUB-RECIPIENT understands that the amount of this appropriation may be adjusted during the program year due to funding alterations made by the United States Congress, HUD, and or the CITY. Any new local appropriations shall occur upon approval by the Decatur City Council. SUB-RECIPIENT understands that the awarding of the grant under this Agreement in no way implies the continued financial support of the program or services of the SUBRECIPIENT by the CITY beyond the specific period of this Agreement.

- VI. **INELIGIBLE PROGRAM COSTS:** The SUB-RECIPIENT agrees that certain direct program costs are ineligible for CDBG funds. Recording requirements prescribed by Congress, HUD, or the CITY may require these costs to be listed within the budget, but these costs will not be paid for using CDBG funds provided by the CITY. Ineligible direct program costs can be found in Appendix C, which is incorporated into this contract by reference.

VII. **PAYMENT OF CDBG FUNDS TO SUBRECIPIENT:** The CITY agrees to fund the Program in the total amount not to exceed **Forty Thousand Dollars (\$40,000.00)**. Such funds shall be paid to the SUB-RECIPIENT according to the schedule in Appendix B. The CITY CANNOT disperse any grant funds until the Environmental Review is complete, and this Agreement has been executed by both parties (24 CFR Sect. 570.503 (a)). The Environmental Review shall be completed by the City and shall be executed in a timely manner.

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

VIII. **SUSPENSION OR TERMINATION:**

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

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

IX. **REGULAR MEETING REQUIREMENT:** SUB-RECIPIENT agrees to meet on a regular or as needed basis with the designated staff member of the CITY's Neighborhood Services Division to discuss general and/or specific issues of this Agreement and to review the required reports. Furthermore, SUB-RECIPIENT agrees to cooperate fully in any monitoring program, including desk-top monitoring and on-site monitoring, developed, implemented or conducted by the CITY or by HUD.

X. **RECORD REQUIREMENTS:** SUB-RECIPIENT shall provide the CITY, HUD, the Inspector General of the United States or any of their duly authorized representatives, access to any books, documents, papers and records of the SUB-RECIPIENT which pertain to the CDBG-funded program for the purpose of monitoring, making audits, examinations, excerpts, transcripts and photocopying.

I. SUB-RECIPIENT shall be required to maintain all required records for a minimum of five (5) years after the SUB-RECIPIENT's final audit and program close out by the CITY. SUB-RECIPIENT shall establish and maintain a project file that contains the following sections:

1. General project correspondence and related items.
2. Financial source documentation and associated transactional documentation.
3. Procurement procedures and associated documents.
4. Compliance with applicable State and Federal regulations.
5. Program reports.

6. Documentation of persons benefiting from grant activities, including race/ethnicity and income to substantiate achievement of the CDBG National Objective of benefiting primarily persons of low and moderate income. Source documentation includes but is not limited to income verification and calculation, completed, signed, and dated application, client identification, etc.
7. Personnel actions.
8. Acquisition and disposition of property.

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

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

equal or exceeding \$200.00. The SUB-RECIPIENT shall also provide records showing a cost comparison for supplies purchased. Cost comparison records shall be made in compliance with HUD regulations, compliance methods shall be approved by the Manager of the Neighborhood Services Division.

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

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

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

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

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

required source documentation. Upon receipt of improperly prepared or erroneous reports, field audit procedures may be initiated to evaluate the financial management, control and record keeping procedures utilized by the SUB-RECIPIENT. In addition, The Neighborhood Services Division may be notified, and the CITY may require a meeting with the Executive Board of the SUB-RECIPIENT to correct the situation.

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

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

expenditures and encumbrances made against funds received under separate Grant Agreements, particularly if the SUB-RECIPIENT and the CITY operate under different fiscal years.

- XIII. **ALTERNATIVE FUNDING REPORTING REQUIREMENT:** SUB-RECIPIENT shall promptly notify the CITY if the SUB-RECIPIENT receives funding (full or partial) that is incremental to the Program budget as shown in Appendix A. from any and all sources for the performance of activities outlined under this Agreement. The SUB-RECIPIENT further understands that the amount granted by the CITY may be reduced by the amount of such alternative funding.
- XIV. **REVISION OF BUDGET AND PROGRAM PLANS:** The SUB-RECIPIENT shall obtain written permission from the CITY's Manager of the Neighborhood Services Division prior to any change in the approved budget or program plans following Omni Circular §200.308 (c) (increase or decrease) of ten per cent (10%) of the line item's budget or \$500.00, whichever is less, to any account under the SUB-RECIPIENT's line item budget which is attached hereto and identified as Appendix A. In order for the CITY to approve such a request, SUB-RECIPIENT's written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and (3) a description of which line items are affected. Changes made without the CITY's prior approval may result in non-reimbursement of expenditures from those affected line items.
- XV. **NON-DISCRIMINATION:** SUB-RECIPIENT agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income, or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the SUB-RECIPIENT receives financial assistance from or through the CITY.

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

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

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

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

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

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

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

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

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

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

8. The names address and professional affiliations of the current members of the Board of Directors or policy-setting body.

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

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

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

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

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

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

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

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

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

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

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

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

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

income the CITY. Said remittance shall be submitted annually and accompany the Final Report.

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

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

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

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

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

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

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

7. Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring the Reporting Program Performance";
8. Section 84.52, "Financial Reporting";
9. Section 84.53(b), "Retention and Access Requirements for Records", applies with the following exceptions:
 - i. The retention period referenced in paragraph 84.53(b) pertaining to individual CDBG activities shall be five years following grant close out; and
 - ii. The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for award;
10. Section 84.61 "Termination". In lieu of the provision 84.61, SUB-RECIPIENT shall comply with 570.503(b)(7) "Suspension and Termination"; and
- Subpart D- "After-the Award Requirements", except for paragraph 84.71, "Closeout Procedures."

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

- As a general rule, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the CITY that, in connection with the provision of such services:
 1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
 3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.
- Where the public services provided under paragraph A of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitutes in dollar terms only an incidental portion of the CDBG expenditure for the public services.

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

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, agreements) and that all sub awardees shall certify and disclose accordingly; and
- This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering this Agreement pursuant to Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXVI. **SEVERABILITY:** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XXVII. **SECTION HEADINGS AND SUBHEADINGS:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not constitute a waiver of such right or provision.

XXVIII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the CITY and the SUB-RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and SUBRECIPIENT with respect to this Agreement.

XXIX. **NOTICES:** All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5th) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed or emailed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

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

- If the SUB-RECIPIENT, to Julie Pangrac
Literacy Program Director, Project READ Plus
130 N. Franklin St.
Decatur, IL 62523
Phone: 217-423-7323, jpangrac@richland.edu

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

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

CITY OF DECATUR:

Richelle D. Irons, Neighborhood Services Manager Community Development Department	Date
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Richland Community College as fiscal agent for Project READ Plus:

Greg Florian, V.P. of Finance and Admin. (DUNS Number: <u>082096223/CAGE Code 48TS5/EIN 37-0953403</u>)	Date
---	------

Julie Pangrac, Literacy Director for Project Read Plus	Date
--	------

Appendix A
SUBRECIPIENT Program Budget

Activity	Other Funding sources	CDBG Funding Requested	Total Cost
ADMINISTRATION			
Executive Director	In kind		
Coordinator	In kind		
Admin. Fringes	In kind		
Advertising			
Travel	-----	-----	-----
Admin. Total	In kind	-----	-----
Program Implementation			
Educators	\$ -----	\$40,000.00	\$40,000.00
Program Coordinator	\$35,000.00	-----	\$35,000.00
Program Materials (books, workbooks)	\$5,000.00	-----	\$5,000.00
Transportation (bus tokens/gas cards for students)	-----	-----	-----
Supplies (not equipment, tools, clothing, or other personal items)	-----	-----	-----
Program Implementation Total:	\$40,000.00	\$40,000.00	\$80,000.00
Subtotal Costs	\$40,000.00	\$40,000.00	\$80,000.00

Appendix B
City of Decatur
CDBG Program Schedule for Reporting

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

Report Due Date	Period Covered
1. May 15, 2021	April 12th – April 30th
2. June 15, 2021	May 1st -May 31st
3. July 15, 2021	June 1st -June 30th
4. August 15, 2021	July 1st – July 31 st
5. September 15, 2021	August 1st – August 31st
6. October 15, 2021	September 1 st -September 30th
7. November 15, 2021	October 1st –October 31st
8. December 15, 2021	November 1st -November 30th
9. January 15, 2022	December 1 st - December 31st
10. February 15, 2022	January 1 st – January 31 st
11. March 15, 2022	February 1 st – February 28 th
12. April 15, 2022	March 1 st – March 31 st
13. May 15, 2022	April 1st – April 30th
14. June 15, 2022	May 1st -May 31st
15. July 15, 2022	June 1st -June 30 th *

*End of year report

Communication and details concerning this contract shall be directed to the following contract representatives; or as later designated:

Information	Grantee (City of Decatur)	Subrecipient
Contract Representatives	Vickie Buckingham/City Staff	PRP-RCC: Julie Pangrac
Street Address	One Gary K. Anderson Plaza	130 N. Franklin Street
City, State, Zip	Decatur, IL 62523	Decatur, IL 62523
Telephone	217-424-2777	217-423-7323
e-Mail Address	vbuckingham@decaturil.gov	jprangrac@richland.edu

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

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

Ineligible Costs include:

- Entertainment/party costs;
- Alcohol, beverages, food;
- Fines, penalties, damages, and other settlements;
- Compensation to trustees, board members and their immediate family members;
- Using funds in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities;
- Stipends to program participants or clients;
- Staff time and other costs related to applying for CDBG funding;
- Advertising and public relations costs (this does not include informational materials such as program flyers used for program outreach/recruitment of eligible participants);
- Any travel outside the City of Decatur with funds provided under the agreement
- Fund raising costs;
- Equipment and capital expenditures

Eligible Costs that will be paid with CDBG include:

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

Community Development

DATE: 4/5/2021

MEMO: No. 21-10

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Subrecipient Agreement Extension for Adult Education Training Program- Old Kings Orchard Community Center (OKOCC).

SUMMARY RECOMMENDATION:

Staff recommends approval of the attached sub recipient agreement with Old Kings Orchard Community Center (OKOCC) for Adult Education Training related activities. The recommended allocation is \$40,000 which is from the Community Development Block Grant (CDBG) fund as provided by the Department of Housing and Urban Development. This agreement expires June 30, 2022. Activities include but are not limited to: case management, program implementation, transportation, supplies and indirect costs.

BACKGROUND:

The Neighborhood Services Division funded two nonprofit agencies in 2019. CDBG Funds remained after initial funding, and the City agreed to continue funding through an extension of the existing grant. Services to qualified residents were canceled, limited and then eventually resumed because of the pandemic, however the financial extension did not take place.

STAFF REFERENCE: Additional questions can be forwarded to Richelle D. Irons at 217.424.2864 or Rirons@decaturil.gov.

BUDGET/TIME IMPLICATIONS:

Funding is allocated from the CDBG and is part of the FY2021 budget which was approved by City Council.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING SUBRECIPIENT AGREEMENT EXTENSION
FOR ADULT EDUCATION TRAINING PROGRAM
OLD KINGS ORCHARD COMMUNITY CENTER (OKOCC)**

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

Section 1. That the Community Development Block Grant(CDBG) Subrecipient Agreement for the FY21, between the City of Decatur Illinois, and Old Kings Orchard Community Center (OKOCC) for Adult Education Training related activities be, and the same is hereby, received, placed on file and approved.

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

PRESENTED and ADOPTED this 5th day of April, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**CITY OF DECATUR
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT**

This Community Development Block Grant Sub-Recipient Agreement (the "AGREEMENT") is made on this **5th** day of **April 2021**, by and between the **City of Decatur**, an Illinois Municipal Corporation (hereinafter "CITY") and **Old King Orchard Community Center (OKOCC)** (hereinafter "SUBRECIPIENT").

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

- IV. **LENGTH OF AGREEMENT:** The term of this Agreement shall begin no sooner than **April 12, 2021 and end on June 30, 2022.** A notice to proceed will be provided. Payment of CDBG funds by the CITY to the SUB-RECIPIENT shall occur for the approved eligible services and/or activities performed but the SUB-RECIPIENT during the term of this Agreement as long as the SUB-RECIPIENT is still performing in accordance with the terms of the Agreement.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUB-RECIPIENT has control over CDBG funds, including any program income. *The term of the agreement may be extended an additional six months if services are interrupted by the pandemic.*

- V. **AMOUNT OF APPROPRIATION:** The appropriation of CDBG funds for the Program shall be for an amount not to exceed **Forty Thousand Dollars (\$40,000.00)**. The SUB-RECIPIENT understands that the amount of this appropriation may be adjusted during the program year due to funding alterations made by the United States Congress, HUD, and or the CITY. Any new local appropriations shall occur upon approval by the Decatur City Council. SUB-RECIPIENT understands that the awarding of the grant under this Agreement in no way implies the continued financial support of the program or services of the SUBRECIPIENT by the CITY beyond the specific period of this Agreement.

- VI. **INELIGIBLE PROGRAM COSTS:** The SUB-RECIPIENT agrees that certain direct program costs are ineligible for CDBG funds. Recording requirements prescribed by Congress, HUD, or the CITY may require these costs to be listed within the budget, but these costs will not be paid for using CDBG funds provided by the CITY. Ineligible direct program costs can be found in Appendix C, which is incorporated into this contract by reference.

VII. **PAYMENT OF CDBG FUNDS TO SUBRECIPIENT:** The CITY agrees to fund the Program in the total amount not to exceed **Forty Thousand Dollars (\$40,000.00)**. Such funds shall be paid to the SUB-RECIPIENT according to the schedule in Appendix B. The CITY CANNOT disperse any grant funds until the Environmental Review is complete, and this Agreement has been executed by both parties (24 CFR Sect. 570.503 (a)). The Environmental Review shall be completed by the City and shall be executed in a timely manner.

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

VIII. **SUSPENSION OR TERMINATION:**

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

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

IX. **REGULAR MEETING REQUIREMENT:** SUB-RECIPIENT agrees to meet on a regular or as needed basis with the designated staff member of the CITY's Neighborhood Services Division to discuss general and/or specific issues of this Agreement and to review the required reports. Furthermore, SUB-RECIPIENT agrees to cooperate fully in any monitoring program, including desk-top monitoring and on-site monitoring, developed, implemented or conducted by the CITY or by HUD.

X. **RECORD REQUIREMENTS:** SUB-RECIPIENT shall provide the CITY, HUD, the Inspector General of the United States or any of their duly authorized representatives, access to any books, documents, papers and records of the SUB-RECIPIENT which pertain to the CDBG-funded program for the purpose of monitoring, making audits, examinations, excerpts, transcripts and photocopying.

I. SUB-RECIPIENT shall be required to maintain all required records for a minimum of five (5) years after the SUB-RECIPIENT's final audit and program close out by the CITY. SUB-RECIPIENT shall establish and maintain a project file that contains the following sections:

1. General project correspondence and related items.
2. Financial source documentation and associated transactional documentation.
3. Procurement procedures and associated documents.
4. Compliance with applicable State and Federal regulations.
5. Program reports.

6. Documentation of persons benefiting from grant activities, including race/ethnicity and income to substantiate achievement of the CDBG National Objective of benefiting primarily persons of low and moderate income. Source documentation includes but is not limited to income verification and calculation, completed, signed, and dated application, client identification, etc.
7. Personnel actions.
8. Acquisition and disposition of property.

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

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

equal or exceeding \$200.00. The SUB-RECIPIENT shall also provide records showing a cost comparison for supplies purchased. Cost comparison records shall be made in compliance with HUD regulations, compliance methods shall be approved by the CITY's Neighborhood Services Manager.

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

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

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

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

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

required source documentation. Upon receipt of improperly prepared or erroneous reports, field audit procedures may be initiated to evaluate the financial management, control and record keeping procedures utilized by the SUB-RECIPIENT. In addition, The Neighborhood Services Division may be notified, and the CITY may require a meeting with the Executive Board of the SUB-RECIPIENT to correct the situation.

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

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

expenditures and encumbrances made against funds received under separate Grant Agreements, particularly if the SUB-RECIPIENT and the CITY operate under different fiscal years.

- XIII. **ALTERNATIVE FUNDING REPORTING REQUIREMENT:** SUB-RECIPIENT shall promptly notify the CITY if the SUB-RECIPIENT receives funding (full or partial) that is incremental to the Program budget as shown in Appendix A. from any and all sources for the performance of activities outlined under this Agreement. The SUB-RECIPIENT further understands that the amount granted by the CITY may be reduced by the amount of such alternative funding.
- XIV. **REVISION OF BUDGET AND PROGRAM PLANS:** The SUB-RECIPIENT shall obtain written permission from the CITY's Manager of the Neighborhood Services Division prior to any change in the approved budget or program plans following Omni Circular §200.308 (c) (increase or decrease) of ten per cent (10%) of the line item's budget or \$500.00, whichever is less, to any account under the SUB-RECIPIENT's line item budget which is attached hereto and identified as Appendix A. In order for the CITY to approve such a request, SUB-RECIPIENT's written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and (3) a description of which line items are affected. Changes made without the CITY's prior approval may result in non-reimbursement of expenditures from those affected line items.
- XV. **NON-DISCRIMINATION:** SUB-RECIPIENT agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income, or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the SUB-RECIPIENT receives financial assistance from or through the CITY.

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

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

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

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

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

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

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

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

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

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

8. The names address and professional affiliations of the current members of the Board of Directors or policy-setting body.

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

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

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

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

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

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

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

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

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

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

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

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

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

income the CITY. Said remittance shall be submitted annually and accompany the Final Report.

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

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

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

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

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

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

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

7. Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring the Reporting Program Performance";
8. Section 84.52, "Financial Reporting";
9. Section 84.53(b), "Retention and Access Requirements for Records", applies with the following exceptions:
 - i. The retention period referenced in paragraph 84.53(b) pertaining to individual CDBG activities shall be five years following grant close out; and
 - ii. The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for award;
10. Section 84.61 "Termination". In lieu of the provision 84.61, SUB-RECIPIENT shall comply with 570.503(b)(7) "Suspension and Termination"; and
- Subpart D- "After-the Award Requirements", except for paragraph 84.71, "Closeout Procedures."

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

- As a general rule, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the CITY that, in connection with the provision of such services:
 1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
 3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.
- Where the public services provided under paragraph A of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitutes in dollar terms only an incidental portion of the CDBG expenditure for the public services.

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

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, agreements) and that all sub awardees shall certify and disclose accordingly; and
- This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering this Agreement pursuant to Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXVI. **SEVERABILITY:** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XXVII. **SECTION HEADINGS AND SUBHEADINGS:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not constitute a waiver of such right or provision.

XXVIII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the CITY and the SUB-RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and SUBRECIPIENT with respect to this Agreement.

XXIX. **NOTICES:** All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5th) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed or emailed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

- If the CITY, to: Richelle D. Irons
Neighborhood Services Manager, City of Decatur
1 Gary K. Anderson Plaza Decatur, IL 62523
217-424-2864, Email: Rirons@decaturil.gov
- If the SUB-RECIPIENT, to Alida Graham
President, Old Kings Orchard Community
Center
815 N. Church St. Decatur, IL 62522
217-423-7323, alidalgraham@gmail.com

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

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

CITY OF DECATUR:

Richelle D. Irons, Neighborhood Services Manager
Community Development Department

Date

Alida Graham, President of OKOCC
(DUNS Number: 122610889/CAGE Code 4E6B2/EIN 31-1646894)

Date

Appendix A
SUBRECIPIENT Program Budget

Activity	Other Funding sources	CDBG Funding Requested	Total Cost
ADMINISTRATION			
Facility Administrator	\$15,000	-----	\$15,000
Accounting/Payroll/audit	\$ 3,000	\$2,000	\$ 5,000
Utilities (gas, electric, garbage, internet, phone)	\$ 5,000	-----	\$ 5,000
Insurance & Liability	\$ 2,500	\$ 2,000	\$ 4,500
Transportation (reimbursement of mileage)	-----		-----
Admin. Total	\$25,500	\$ 4,000	\$29,500
Program Implementation			
Educator/Instructor (Salary/Fringes)	\$10,000	\$30,000	\$40,000
Program Coordinator/Case Manager		\$ 5,500	\$ 5,500
Equipment (printer, fax, scanner)	\$ 700	\$ 400	\$ 700
Transportation (staff reimbursement for mileage and paid receipts for OKOCC van gas	-----	\$ 400	\$ 400
Supplies (folders, paper, pens, notebooks, dividers)	\$ 500	\$ 100	\$ 600
Program Implementation Total:	\$11,200	\$36,000	\$47,200
Total Costs	\$36,700	\$40,000	\$76,700

Appendix B
City of Decatur
CDBG Program Schedule for Reporting

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

Report Due Date	Period Covered
1. May 15, 2021	April 12th – April 30th
2. June 15, 2021	May 1st -May 31st
3. July 15, 2021	June 1st -June 30th
4. August 15, 2021	July 1st – July 31 st
5. September 15, 2021	August 1st – August 31st
6. October 15, 2021	September 1 st -September 30th
7. November 15, 2021	October 1st –October 31st
8. December 15, 2021	November 1st -November 30th
9. January 15, 2022	December 1 st - December 31st
10. February 15, 2022	January 1 st – January 31 st
11. March 15, 2022	February 1 st – February 28 th
12. April 15, 2022	March 1 st – March 31 st
13. May 15, 2022	April 1st – April 30th
14. June 15, 2022	May 1st -May 31st
15. July 15, 2022	June 1st -June 30 th *

*End of year report

Communication and details concerning this contract shall be directed to the following contract representatives; or as later designated:

Information	Grantee (City of Decatur)	Sub recipient
Contract Representatives	Vickie Buckingham/City Staff	OKOCC – Alida Graham or Megan Meyrick
Street Address	One Gary K. Anderson Plaza	815 N. Church Street
City, State, Zip	Decatur, IL 62523	Decatur, IL 62521
Telephone	217-424-2777	217-428-2782
e-Mail Address	vbuckingham@decaturil.gov	alidalgraham@gmail.com

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

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

Ineligible Costs include:

- Entertainment/party costs;
- Alcohol, beverages, food;
- Fines, penalties, damages, and other settlements;
- Compensation to trustees, board members and their immediate family members;
- Using funds in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities;
- Stipends to program participants or clients;
- Staff time and other costs related to applying for CDBG funding;
- Advertising and public relations costs (this does not include informational materials such as program flyers used for program outreach/recruitment of eligible participants);
- Any travel outside the City of Decatur with funds provided under the agreement
- Fund raising costs;
- Equipment and capital expenditures

Eligible Costs that will be paid with CDBG include:

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

Community Development

DATE: 4/5/2021

MEMO: No. 21-12

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Community Development Director
Susan Kretsinger, Neighborhood Inspections Manager

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

SUMMARY RECOMMENDATION:

This is the second step, after the posting of a structure as unfit, which initiates the demolition process where the city is not the owner of the subject tract. City staff recommends approval.

BACKGROUND:

This is the beginning of the process seeking court-ordered demolition of seventeen (17) unsafe and abandoned structures throughout the community that are not owned by the city.

POTENTIAL OBJECTIONS: None anticipated at this time.

INPUT FROM OTHER SOURCES: Legal Department staff.

STAFF REFERENCE: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Community Development, at 217-424-2727 or email cpatrick@decaturil.gov or Susan Kretsinger at 217-450-2347 (skretsinger@decaturil.gov).

BUDGET/TIME IMPLICATIONS:

This list of demolitions could be funded by grants potentially. This action can vary, but is usually completed in 6 months from initiating the case, unless the case is contested through the courts.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

327 N. Calhoun

1098 W. Cerro Gordo

665 E. Decatur

843 N. Edward

140 N. Hilton

1710 E. Johns

1763 E Johns

4315 Lakewood

2138 N. Lowber

716 S. Maffit

921 E North

1302 E. North

898 W. Sawyer

1905 N. Walnut Grove

323 S. Webster

665 S. Webster

1857 E William

WHEREAS, the Council of the City of Decatur, Illinois, has found and does hereby find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the better interest of the general public health, safety and welfare that said structures be repaired or demolished.

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

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such action as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED AND ADOPTED this 5th day of April 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Council Memo April 5, 2021

Resolution Authorizing Action Regarding Unsafe Structures

Calhoun, 327 N. This property was posted as Unfit for Human Habitation in August 2020. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Cerro Gordo, 1098 W. This property was posted as Unfit for Human Habitation in October 2020. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Decatur, 665 E. This property was posted as Unfit for Human Habitation in March 2020. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Edward, 843 N. This property was posted as Unfit for Human Habitation in June 2020. This structure has significant fire damage. Gas, electric and water services have been terminated.

Hilton, 140 N. This property was posted as Unfit for Human Habitation in November 2020. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Johns, 1710 E. This property was posted as Unfit for Human Habitation in June 2020. This structure has significant structural deficiencies. Gas, electric and water services have been terminated.

Johns, 1763 E. This property was posted as Unfit for Human Habitation in February 2021. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Lakewood, 4315 This property was posted as Unfit for Human Habitation in October 2020. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Lowber, 2138 N. This property was posted as Unfit for Human Habitation in January 2021. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Maffit, 716 S. This property was posted as Unfit for Human Habitation in September 2020. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

North, 921 E. This property was posted as Unfit for Human Habitation in January 2021. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

North, 1302 E. This property was posted as Unfit for Human Habitation in September 2020. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Sawyer, 898 W. This property was posted as Unfit for Human Habitation in September 2020. This structure has significant fire damage. Gas, electric and water services have been terminated.

Walnut Grove, 1905 N. This property was posted as Unfit for Human Habitation in September 2020. This structure has significant fire damage. Gas, electric and water services have been terminated.

Webster, 323 S. This property was posted as Unfit for Human Habitation in September 2020. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Webster, 665 S. This property was posted as Unfit for Human Habitation in October 2020. This structure has significant structural deficiencies. Gas, electric and water services have been terminated.

William, 1857 E. This property was posted as Unfit for Human Habitation in July 2020. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Community Development

DATE: 4/5/2021

MEMO: No. 21-13

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Susan Kretsinger, Neighborhood Inspections Manager

SUBJECT:

Resolution Authorizing the Execution of Agreements for Demolition of vacant commercial apartment buildings with Premier Demolition for 704 W. Wood and Parkland Environmental Group, Inc. for 722 W Wood.

SUMMARY RECOMMENDATION:

Staff recommends approval of the attached resolutions authorizing execution of agreements for demolition of two (2) dwellings.

BACKGROUND:

The commercial apartment building at 704 W. Wood, along with the property adjacent at 722 W. Wood were put out to bid individually and as a package. Individual bids on the dwellings were lower than the package price.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES:

Debbie Perry, Purchasing Supervisor; Susan Kretsinger, Neighborhood Inspections Manager.

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Susan Kretsinger at 450-2347 or skretsinger@decaturil.gov.

BUDGET/TIME IMPLICATIONS:

Community Development Block Grant (CDBG) funds

ATTACHMENTS:

Description	Type
Resolution & Exhibit A	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
PREMIER DEMOLITION FOR THE DEMOLITION OF VACANT
COMMERCIAL APARTMENT BUILDING AT
704 W. WOOD

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

Section 1. That the tabulation of bids received for the demolition of the vacant commercial apartment building at 704 W. Wood, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Premier Demolition in the amount of \$150,175 be hereby accepted, and a purchase order 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 Premier Demolition for their total bid price of \$150,175.

PRESENTED and ADOPTED this 5th day of April 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Property - 704 West Wood St Bid No.: PUR2021-03 Bid Date: March 18, 2021 Time: 10:00 a.m.			Premier Demolition St Louis, MO		Hutchins Excavating Decatur, IL		Parkland Environmental Group, Inc Decatur, IL	
	Description	QTY.	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Total Cost:			\$150,175.00		\$205,320.00		\$214,000.00

TOTAL

\$150,175.00

\$205,320.00

\$214,000.00

SUBJECT: Resolution Authorizing the Execution of an Agreement with Parkland Environmental Group, Inc. for the Demolition of a Vacant Commerical Apartment Building at 722 West Wood Street.

ATTACHMENTS:

Description	Type
Resolution & Exhibit A	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
PARKLAND ENVIRONMENTAL GROUP, INC. FOR THE DEMOLITION OF VACANT
COMMERCIAL APARTMENT BUILDING AT
722 W. WOOD

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

Section 1. That the tabulation of bids received for the demolition of the vacant commercial apartment building at 722 W. Wood, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Parkland Environmental Group, Inc. in the amount of \$97,000 be hereby accepted, and a purchase order 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 Parkland Environmental Group, Inc. for their total bid price of \$97,000.

PRESENTED and ADOPTED this 5th day of April 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Property - 722 West Wood St		Parkland Environmental Group, Inc Decatur, IL		Hutchins Excavating Decatur, IL		Premier Demolition St Louis, MO	
Bid No.:	PUR2021-03						
Bid Date:	March 18, 2021						
Time:	10:00 a.m.						
	Description	QTY.	Unit Price	Total	Unit Price	Total	
	Total Cost:			\$97,000.00		\$99,600.00	\$107,334.00

TOTAL

\$97,000.00

\$99,600.00

\$107,334.00

SUBJECT: Resolution Authorizing Extension of Weed Removal Contract Azuish Enterprise LLC

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter

COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

No. 21-14

April 5, 2021

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director of Community Development
Susan Kretsinger, Neighborhood Inspections Manager

SUBJECT: Weed Removal Contracts

RECOMMENDATION: A resolution authorizing action regarding Weed Removal Contracts. City staff recommends approval.

BACKGROUND: The City had solicited bids to hire contractors to mow lots owned by the Macon County Trustee at various locations throughout the community in 2020. This includes the mowing of most City of Decatur owned property and privately-owned property that has come into violation of Chapter 48, Section 8. Staff exercised the second year option to extend the 2020 contracts for the 2021 mowing season.

Staff accepted bids for removal of grass and weeds from lots owned by the Macon County Trustee and the City of Decatur to be maintained at or below 8" (eight inches) and for privately owned lots that have failed to comply with Chapter 48 Section 8 of the City Code of Decatur. The City is divided into 12 Districts with each District ranging from 57 to 97 lots. The total number of lots is 902 for 2021, up from 846 in 2020. The cost of mowing the privately-owned violation lots is estimated using the costs from the 2020 mowing season, contractors are paid only for those work orders issued, completed and approved by Neighborhood Inspections Division staff.

Bid Specifications and Scope of Work are: The Contractor shall provide all labor, tools and equipment to cut weeds and grass from Macon County Trustee and City of Decatur owned lots (a lot is defined as having one Macon County tax identification number and specified in the official legal description, no other description is acceptable) in the City of Decatur. The Contractor will accept the responsibility of cutting weeds and grass cut to a height of less than three (3) inches and bushes and trees less than one and one-half (1 ½") inch in diameter cut and removed. The contract period shall be from the date of award through December 31, 2021.

The Contractor will be responsible for maintaining all Macon County Trustee and City of Decatur owned property within the awarded District beginning April 1 through October 30, 2021. The lots will not be allowed to grow in excess of eight inches (8") in height.

The City of Decatur will issue a work order on privately-owned violation lots with each job assignment describing the work to be performed. The work order must be picked up within 24 hours after notification and completed within five (5) days after receipt. If, after five (5) days, the work order has not been completed, the work order will be withdrawn and reissued to another mowing contractor. Failure to perform within five (5) days may be considered a default. The Contractor will be paid for each work order completed. The Contractor shall not complete the work if it does not match the description on the work order. The completed work orders shall be returned to the Neighborhood Inspections Division.

The Contractor will be responsible for placing any large materials and/or debris in a central location OR curbside for clean up by the City of Decatur. The Contractor will notify the Neighborhood Inspections Division, who will then initiate the appropriate process for removal.

This contract will be governed by the laws of the United States, the State of Illinois and the City of Decatur, Illinois.

STAFF REFERENCE: Susan Kretsinger at skretsinger@decaturil.gov or 217-424-2783.

	2020	Actual cost
contracts & estimated violation		
Azuish		
Dist 1	27,840	27,840
Dist 8	39,840	39,840
Dist 9	40,800	40,800
Dist 10	33,120	33,120
TOTAL	141,600	141,600
violation @ \$75/lot (522 violations lots mowed 2020)	33,000	39,150
Franzen		
Dist 7	13,050	13,050
violation @ \$40/lot - ESTIMATED (262 violation lots mowed 2020)	4,400	10,480
Jandi		
Dist 2	29,280	29,280
Dist 4	33,600	33,600
Dist 5	33,600	33,600
Dist 6	24,480	24,480
TOTAL	120,960	120,960
violation @ \$55/lot (550 violation lots mowed 2020)	24,200	30,250
Phillip Turner		
Dist. 3	27,720	27,720
Dist 11	24,885	24,885
Dist 12	24,570	24,570
TOTAL	77,175	77,175
violation @ \$45/lot (371 violation lots mowed 2020)	14,850	16,695
TOTAL CONTRACTS	352,785	352,785
TOTAL VIOLATIONS	76,450	96,575
GRAND TOTAL	429,235	449,360

Contracts & Estimated Violations	2021		increase in lots
		increase	
Azuish			
Dist 1	27,840	0	6%
Dist 8	39,840		
Dist 9	40,800		
Dist 10	33,120		
TOTAL	141,600	0	
violation @ \$75/lot (522 violations lots mowed 2020)	40,000		
Franzen			
Dist 7	15,450	2,400	11%
violation @ \$40/lot - ESTIMATED (262 violation lots mowed 2020)	11,000	2,400	
Jandi			
Dist 2	34,081	4,801	8%
Dist 4	33,600		
Dist 5	33,600		
Dist 6	24,480		
TOTAL	125,761	4,801	
violation @ \$55/lot (550 violation lots mowed 2020)	31,000		
Phillip Turner			
Dist. 3	27,720	0	4.50%
Dist 11	24,885		
Dist 12	24,570		
TOTAL	77,175	0	
violation @ \$45/lot (371 violation lots mowed 2020)	17,000		
TOTAL CONTRACTS	359,986		
TOTAL VIOLATIONS	99,000		
GRAND TOTAL	458,986	7,201	

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING EXTENSION OF WEED REMOVAL CONTRACT
-AZUISH ENTERPRISE LLC-**

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee, the City of Decatur and privately-owned violation lots which have been divided into 12 districts; and,

WHEREAS, Districts 1, 8, 9 and 10 were awarded to Azuish Enterprise LLC; and

WHEREAS, the services provided shall extend to December 31, 2021.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to Azuish Enterprise LLC, upon receipt of invoice for said weed removal at violation lots at \$75 per mowing in Districts 1, 8, 9 and 10, for an estimated annual cost of \$40,000 (Forty thousand dollars) and for the annual maintenance of District 1 at a cost of \$27,840 (Twenty-seven thousand eight hundred forty dollars); District 8 at a cost of \$39,840 (Thirty-nine thousand eight hundred forty dollars); District 9 at a cost of \$40,800 (Forty thousand eight hundred dollars); and, District 10 at a cost of \$33,120 (Thirty-three thousand one hundred twenty dollars).

PRESENTED AND ADOPTED this 5th day of April 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

SUBJECT: Resolution Authorizing Extension of Weed Removal Contract Brad Franzen

ATTACHMENTS:

Description

Type

Resolution

Resolution Letter

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING EXTENSION OF WEED REMOVAL CONTRACT
-BRAD FRANZEN-**

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee, the City of Decatur and privately-owned violation lots which have been divided into 12 districts; and,

WHEREAS, District 7 was awarded to Brad Franzen; and

WHEREAS, the services provided shall extend to December 31, 2021.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to Brad Franzen, upon receipt of invoice for said weed removal at violation lots at \$40 per mowing in District 7, for an estimated annual cost of \$11,000 (Eleven thousand dollars) and for the annual maintenance of District 7 at a cost of \$15,450 (Fifteen thousand four hundred fifty dollars).

PRESENTED AND ADOPTED this 5th day of April 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

SUBJECT: Resolution Authorizing Extension of Weed Removal Contract Jandi Services

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING EXTENSION OF WEED REMOVAL CONTRACT
-JANDI SERVICES-**

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee, the City of Decatur and privately-owned violation lots which have been divided into 12 districts; and,

WHEREAS, Districts 2, 4, 5 and 6 were awarded to Jandi Services; and

WHEREAS, the services provided shall extend to December 31, 2021.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to Jandi Services, upon receipt of invoice for said weed removal at violation lots at \$55 per mowing in Districts 2, 4, 5 and 6, for an estimated annual cost of \$31,000 (Thirty-one thousand dollars) and for the annual maintenance of District 2 at a cost of \$34,081 (Thirty-four thousand eighty-one dollars); District 4 at a cost of \$33,600 (Thirty-three thousand six hundred dollars); District 5 at a cost of \$33,600 (Thirty-three thousand six hundred dollars); and, District 6 at a cost of \$24,480 (Twenty-four thousand four hundred eighty dollars).

PRESENTED AND ADOPTED this 5th day of April 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

SUBJECT: Resolution Authorizing Extension of Weed Removal Contract Phillip Turner

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING EXTENSION OF WEED REMOVAL CONTRACT
-PHILLIP TURNER-**

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee, the City of Decatur and privately-owned violation lots which have been divided into 12 districts; and,

WHEREAS, Districts 3, 11 and 12 were awarded to Phillip Turner; and

WHEREAS, the services provided shall extend to December 31, 2021.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to Phillip Turner, upon receipt of invoice for said weed removal at violation lots at \$45 per mowing in Districts 3, 11 and 12, for an estimated annual cost of \$17,000 (Seventeen thousand dollars) and for the annual maintenance of District 3 at a cost of \$27,720 (Twenty-seven thousand seven hundred twenty dollars); District 11 at a cost of \$24,885 (Twenty-four thousand eight hundred eighty-five dollars); and, District 12 at a cost of \$24,570 (Twenty-four thousand five hundred seventy dollars).

PRESENTED AND ADOPTED this 5th day of April 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Information Technology

DATE: 4/5/2021

MEMO: 2021-1

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: CISCO FLEX Licensing and Support for City Phone System

SUMMARY RECOMMENDATION:

Staff recommends that City Council approve the attached resolution, authorizing the City Manager to renew a five-year quote (attached) with Presidio Networked Solutions Group (Presidio) for City Phone System Licensing and Support.

BACKGROUND:

The City purchased a CISCO VOIP (Voice over Internet Protocol) phone system for the Police Department in 2014 and expanded it to other city offices in 2016. Currently all City Offices and Facilities utilize this system for telephone voice communications and was instrumental in the enablement of City staff working from home as the COVID-19 pandemic unfolded and continues to affect the way City services are delivered.

When the system was expanded in 2016, the City prepaid five years of Licensing and Support which expired on March 31, 2021. The renewal of this agreement was delayed due to ongoing negotiations with the vendor concerning reducing the fees in exchange for a five-year contract. The City needs to utilize this system for at least five more years to realize the capital investment we made in 2014 and 2016.

The proposed vendor, Presidio, has the Illinois Large Account Reseller (LAR) agreement with CISCO for government entities and therefore provides the lowest purchase price for this licensing and support. Entering into a multi-year agreement through Presidio under their LAR agreement saves the City \$34,889.70 over purchasing annually and off contract. Staff recommends acceptance of the five-year CISCO Phone System Licensing and Support quote (attached) from Presidio totaling \$96,085.20.

PRIOR COUNCIL ACTION:

Resolution No. R2016-55

Authorizing approval of a quote from Presidio for City Wide Voice (Phone System) Upgrade, Licensing, and Support. 16th day of May, 2016.

POTENTIAL OBJECTIONS: None anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James Edwards, IT Director, (217)450-2236

BUDGET/TIME IMPLICATIONS:

The agreed upon cost of \$96,085.20 will be paid in five annual installments as follows:

- March 2021 – Year one – \$16,230.48 (paid in April without penalty)
- March 2022 – Year two – \$19,963.68
- March 2023 – Year three – \$19,963.68
- March 2024 – Year four – \$19,963.68
- March 2025 – Year five – \$19,963.68

Year one payment totaling \$16,230.48 will be paid from the approved FY2021 IT Department Operating Budget.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Quote - Phone System Licensing and Support	Backup Material

RESOLUTION NO. R _____

**RESOLUTION APPROVING FIVE-YEAR LICENSING AND SUPPORT FROM
PRESIDIO NETWORKED SOLUTIONS GROUP FOR THE CISCO CITY PHONE
SYSTEM**

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

Section 1. That the Price Quote presented to the City Council herewith from Presidio Networked Solutions Group for the renewal of CISCO Licensing and Support for the next Five Years, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and he is hereby, authorized and directed to execute a Purchase Order to Presidio Networked Solutions Group for \$19,963.68 annually for the next five years totaling \$99,818.40.

PRESENTED and ADOPTED this 5th day of April 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

TO: City of Decatur IL
James Edwards
1 Gary K Anderson Plaza - 3rd Floor
Decatur, IL 62523

jedwards@decaturil.gov
(p) .

FROM: Presidio Networked Solutions Group, LLC
Kacy Wheat
401 SW Water St
Suite 601
Peoria, IL 61602

kpoff@presidio.com
(p) 616.871.1540

BILL TO: City of Decatur IL
Accounts Payable
1 Gary K Anderson Plaza
Decatur, IL 62523

accountspayable@decaturil.gov
(p) 217-424-2707

SHIP TO: City of Decatur
James Edwards
1 Gary K Anderson Plaza
Decatur, IL 62523

jedwards@decaturil.gov
(p) .

Customer#: CITYO522
Account Manager: Tadd Gerst
Inside Sales Rep: Kacy Wheat
Title: FLEX EA On-Prem Calling & UCCX

Contract Vehicle: Usage-Based Services

#	Part #	Description	Unit Price	Qty	Ext Price
A-FLEX-3		Initial Term: 60 months Auto-Renewal Term: 12 months	Billing Model: Annual Requested Start Date: 03/31/2021		
Recurring Charges					
1	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	\$0.00	1 Each for 60 months	\$0.00
2	A-FLEX-EAPL	EntW On-Premises Calling	\$4.58	280 Each for 60 months	\$76,944.00
		Credit Name: Time Bound SWSS Calling Credit Type: Timebound Credit Applicable at Renewal: No	(\$1,072.40)	1 for 3 months	(\$3,217.20)
3	A-FLEX-SRST-E	SRST Endpoints (1)	\$0.00	336 Users for 60 months	\$0.00
4	A-FLEX-P-EA	On-Premises Smart License - EA (1)	\$0.00	336 Users for 60 months	\$0.00
5	A-FLEX-P-ACC	Access Smart License (1)	\$0.00	56 Users for 60 months	\$0.00
6	A-FLEX-P-CA	Common Area Smart License (1)	\$0.00	140 Users for 60 months	\$0.00
7	A-FLEX-P-UCXN	Unity Connection Smart License (1)	\$0.00	336 Users for 60 months	\$0.00
8	A-FLEX-P-ER	Emergency Responder Smart License (1)	\$0.00	840 Users for 60 months	\$0.00
9	A-FLEX-CCUCS-EA	Cloud Connected UC EA Standard ENT	\$0.00	336 Users for 60 months	\$0.00
10	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	\$0.00	336 Users for 60 months	\$0.00
11	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	\$0.00	336 Users for 60 months	\$0.00

12	A-FLEX-SPCHCON	SpeechConnect Smart License (1)	\$0.00	9 Users for 60 months	\$0.00
Recurring Annual Charges:					\$14,745.36
Total Recurring Charges:					\$73,726.80
Total:					\$73,726.80
A-FLEX-CC Initial Term: 60 months Billing Model: Annual Auto-Renewal Term: 12 months Requested Start Date: 03/31/2021					
Recurring Charges					
13	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	\$0.00	1 Each for 60 months	\$0.00
14	A-FLEX-PJXPC	Flex CC On-Premises UCCX Premium Concurrent Agent	\$43.80	10 Users for 60 months	\$26,280.00
		Credit Name: Cisco Contact Center Premium Credit Type: Recurring Credit Applicable at Renewal: Yes	(\$56.76)	1 for 60 months	(\$3,405.60)
		Credit Name: Time Bound SWSS Contact Center Credit Type: Timebound Credit Applicable at Renewal: No	(\$258.00)	1 for 2 months	(\$516.00)
15	A-FLEX-PJXPAGT12.5	On-Premises UCCX Premium Agent License v12.5	\$0.00	10 for 60 months	\$0.00
Recurring Annual Charges:					\$4,471.68
Total Recurring Charges:					\$22,358.40
Total:					\$22,358.40
Hardware					
CD-DSKCAM-C-US					
16	CD-DSKCAM-C-US	Cisco Webex Desk Camera, Carbon Black - US	\$0.00	2	\$0.00
Total:					\$0.00
CS-ROOM-USB-K9=					
17	CS-ROOM-USB-K9=	Room USB - With Remote	\$0.00	1	\$0.00
Total:					\$0.00
HS-WL-730-BUNA-C					
18	HS-WL-730-BUNA-C	730 Wireless Dual On-ear Headset USB-A Bundle - Carbon Black	\$0.00	2	\$0.00
19	HS-WL-730-C	700 Series Headset USB-C to USB-A Cable - Carbon Black	\$0.00	2	\$0.00
Total:					\$0.00
Total (Hardware):					\$0.00
Onboarding Services					
20	PS-SVC-EXCITE-ONBD-FF	Fixed Fee Excite Onboarding https://information.presidio.com/onboarding-and-Provisioning	\$2,500.00	1	\$2,500.00
21	Discount SaaS	Discount SaaS	\$-2,500.00	1	(\$2,500.00)
Total (Onboarding Services):					\$0.00
Sub Total:					\$96,085.20
Grand Total:					\$96,085.20

City Manager

DATE: 4/1/2021

MEMO:

TO: Honorable Mayor & City Council Members

FROM: Scot Wrighton, City Manager
Jon, Kindseth, Deputy City Manager
John Williams, Mass Transit Administrator
Michelle Alexander, Grants and Procurement Manager

SUBJECT:

Resolution authorizing the execution of a grant agreement amendment with the Federal Transit Administration for remaining CARES Act funds award.

SUMMARY RECOMMENDATION: Staff recommends approval of this item as presented.

BACKGROUND:

The City of Decatur was awarded \$6,168,433 under the formula utilized to apportion the CARES Act funds for public transit systems. Staff previously applied for and Council approved an agreement in the amount of \$4,500,000 from the full apportionment of \$ 6,168,433. The City of Decatur has the option of amending the agreement to secure the remainder of the apportionment. These funds are apportioned to the City of Decatur and will be utilized for transit operations at 100% federal share for COVID-19 related expenses.

At this time the City of Decatur has been approved to receive the remainder of the apportionment in the amount of \$1,668,433. The City has been utilizing CARES money to provide hazard pay to the transit employees, provide various COVID preventative measures, and to make capital improvements to the transit fleet and facilities.

The majority of this new fund amendment will be used to replace the City's 2 obsolete trolleys that are 20 years old. Transit will be replacing these two trolleys with hybrid trolleys to better respond to social distancing practices under the new age of COVID-19. The City can expect significant improvement in the reliability and operational efficiencies with the new trolleys.

PRIOR COUNCIL ACTION: The City Council previously accepted this grant agreement in the amount of \$4,500,000. This is an amendment to the same agreement increasing the amount to the maximum award of \$ 6,168,433.

POTENTIAL OBJECTIONS: None known or anticipated.

INPUT FROM OTHER SOURCES: This budget amendment has been reviewed and approved by state and federal funding agencies.

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth at 450-2323 or jkindseth@decaturil.gov; John Williams at 424-3552 or jwilliams@decaturil.gov; Michelle Alexander at 424-3559 or MAlexander@decaturil.gov

BUDGET/TIME IMPLICATIONS: An additional \$1,668,433 in capital grant money to be invested in Transit fleet and facilities.

ATTACHMENTS:

Description	Type
Resolution Authorizing FTA Grant Amendment	Ordinance
Grant Agreement Amendment	Exhibit

RESOLUTION NO.

RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AMENDMENT WITH THE FEDERAL TRANSIT ADMINISTRATION FOR REMAINING CARES ACT FUNDS AWARDED

WHEREAS, the Federal Transit Administrator has been delegated authority to award Federal financial assistance under the 2020 CARES Act and,

WHEREAS, the City of Decatur was awarded \$6,168,433 in funding to be utilized to offset impacts of COVID-19, and only previously applied for \$4,500,000 and,

WHEREAS, the City of Decatur desire to receive the full grant award and has been approved to receive the remaining \$1,668,433 to be utilized for Decatur Public Transit capital needs;

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

1. That the Mass Transit Administrator is authorized to execute the remaining funding from the CARES ACT funding and amend Federal operating and capital assistance associated with COVID -19 in the amount of \$1,668,433 on behalf of the City of Decatur with the Federal Transit Administration authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration. The City of Decatur is making this grant amendment, so that the full apportionment can be awarded.
2. That the Mass Transit Administrator is authorized to execute and file with the application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That the Mass Transit Administrator is authorized to execute grant and cooperative agreements related to this grant, with the Federal Transit Administration, on behalf of the City of Decatur.

PRESENTED AND ADOPTED this 5th day of April, 2021

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-28, February 9, 2021)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(28), February 9, 2021, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Decatur, City Of

Recipient ID: 1274

DUNS No: 075613000

Award Information

Federal Award Identification Number: IL-2020-022-01

Award Name: CARES Act Section 5307 Operating and Capital

Award Start Date: 5/5/2020

Original Award End Date: 3/30/2027

Current Award End Date: 3/30/2027

Award Executive Summary: AMENDMENT ONE

This grant amendment to IL-2020-022 CARES Act funds is for the remaining apportionment in the amount of \$1,200,000 for additional operating expenses, and \$468,433 for the trolley replacement project, for a total budget amendment of an additional \$1,668,433. The City of Decatur was awarded \$6,168,433, and has only applied for \$4,500,000. The City of Decatur is making this grant amendment, so that the full apportionment can be awarded.

The City of Decatur certifies that it, and its contractor, have not furloughed any employees since March 27, 2020 (the enactment date of the CARES Act.)

Attached to this Amendment is the FY2020 Section 5307 CARES Act Apportionment.

ORIGINAL GRANT

City of Decatur is applying for FFY 2020 Section 5307 CARES Act funding in the amount of \$4,500,000 from the full apportionment of \$6,168,433. The Section 5307 Urbanized Area Apportionments (Table 2) is attached to this application. This application requests funding for operating assistance in the amount of \$3,000,000, and capital expenses in the amount \$1,500,000. The funding will be used for transit operations at 100% federal share. Anticipated short-term activities include COVID-19 emergency response services and purchases related to the response. Subsequent activities will be focused on providing transit services that help the community recover from the severe social and economic impacts of COVID-19, as well as operating assistance to

the transit system. Capital purchases related to the response include purchases for the immediate response to properly maintain the safety of the system, as well as purchases related to navigating social distancing.

The City of Decatur agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

In executing this grant, the City of Decatur agrees to abide by Section 3011 of the FAST Act (49 U.S.C. 5323(j)(2)(C) regarding the phased increase in domestic content under the Buy America statute for rolling stock. As Grant Agreement includes an FTA-funded transit vehicle purchase, City of Decatur agrees to comply with the related requirements set forth in 49 CFR § 26.49(a). Specifically, City of Decatur must ensure as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, that each transit vehicle manufacturer certified that it complied with FTA Region V FY2020 Grantmaking Reference Guide Page 4 DOT requirements for submitting a DBE program and goal to FTA prior to bidding. City of Decatur is also required to submit the name of the successful bidder and the total dollar value of the contract within 30 days of making a FTA- assisted transit vehicle award using the required FTA reporting tool. Recipient understands that failure to comply with these requirements may result in formal enforcement action or appropriate sanction as determined by FTA, including reimbursement of FTA funds used for the vehicle procurement.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$6,168,433.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$1,668,433.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$6,168,433.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$6,168,433
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$6,168,433

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concurs - Certified
Original Certification Date: 5/4/2020

Review Decision: DOL Concur - Certified
Amendment 1 Certification Date: 3/22/2021

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Kelley Brookins
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: kelly.brookins@dot.gov
Award Date: 3/28/2021

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and

- (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
John Williams
Transit Administrator
Decatur, City Of
3/29/2021

SUBJECT: Resolution Authorizing Execution of Purchase Order Between City of Decatur And Gillig, LLC, Authorizing the Purchase Of (2) Low-Floor Hybrid Trolleys in An Amount Not to Exceed \$785,000 Per Trolley

ATTACHMENTS:

Description	Type
Memo for Purchase of 2 Trolleys	Cover Memo
Resolution for PO for 2 Trolleys	Resolution Letter
Trolley Contract	Exhibit

OFFICE OF THE CITY MANAGER

April 5, 2021

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scott Wrighton, City Manager
Jon Kindseth, Deputy City Manager
John Williams, Mass Transit Administrator
Michelle Alexander, Grants and Procurement Manager

SUBJECT: Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Gillig, LLC, Authorizing the purchase of two (2) low floor Hybrid Trolleys in the Addendum to the Master Contract (Cooperative Contract #E194-75548MA2274 Low Floor Transit Buses, Master Contract”) between the Commonwealth of Virginia and Gillig LLC, in an amount not to exceed \$785,000 per Trolley.

RECOMMENDATION: The attached Participating Addendum allows for the City of Decatur to purchase low-floor heavy-duty Hybrid Trolleys at prices offered under the Master Contract between the Commonwealth of Virginia and Gillig, LLC. This same multistate contract was utilized to purchase the previous 18 buses from Gillig received since 2020. It is recommended that this purchase be authorized.

BACKGROUND: The City of Decatur operates trolleys in the downtown area of the City, with the 2 current trolleys being more than 20 years old. One of the trolleys was recently permanently removed from service due to structural integrity concerns. Both trolleys need to be replaced as they are way beyond their useful life. Transit has received CARES Act funding, which is allowing the City the funding to purchase two hybrid buses outfitted as trolleys. These trolleys would replace the two existing ones. Having two reliable trolleys will allow the transit system to run new routes or increase frequency. Additionally, these trolleys will assist when there is need for spacing on transit routes due to COVID protocols. The new trolleys have an expected useful life of approximately 15 years. The new trolleys will not be received until second half of next year, as they take 12-16 months from date of order.

In the past few years as the City has been replacing our bus fleet, reduction in emissions has been considered as part of the equation. That said, the City does not have the infrastructure to be able to run a full electric or CNG fleet at this time. However, the 18 new buses recently purchased were biodiesel buses. Biodiesel being a renewable, biodegradable fuel manufactured domestically from vegetable oils and animal fats, is often called “green diesel,” though it is not as environmentally friendly as a hybrid or full electric bus. Utilizing a Biodiesel fleet has reduced some of the greenhouse emission and reduced our carbon footprint in the City of Decatur. The purchase of hybrid buses for the trolleys will allow the City to move closer to the electrification of our fleet. The air quality improvements and rising fuel costs contribute to why a hybrid model makes sense

now for our fleet replacement. The trolley routes, being much shorter than other fixed routes, also make sense for these to be replaced first as a pilot of the newer technology.

Hybrid buses are estimated to cut emissions by as much as 75 percent. The hybrid trolleys are expected to have a lower maintenance cost due to reduced stress and maintenance on the mechanical components such as brake linings. There is also increased fuel efficiency with evaluation results on average indicate a 37 percent improvement in fuel economy. This will be just the beginning of Transit and the City efforts to significantly reduce emissions that cause smog, greenhouse gases and public health issues. By authorizing the City of Decatur to participate in this Master Purchasing Agreement between the Commonwealth of Virginia and Gillig, LLC, the City of Decatur will significantly decrease in the amount of time required to complete the procurement process, and expedite the manufacturing and delivery of new replacement trolleys. The Federal Transit Administration and Illinois Department of Transportation have approved this approach.

The City is also moving towards modernizing our paratransit fleet as well, as it needs replacement vehicles also. The City is working with IDOT on a pilot program of Low or No Emission vehicles for this portion of our public transit fleet. There are still some options being considered, and some components will likely change over the next 12 months, thus staff has prepared this authorization as a not to exceed amount. Attached you will find pricing based on preliminary options selected, some of which will likely change slightly.

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 424-2323 or jkindseth@decaturil.gov John Williams at 424-3552 or jwilliams@decaturil.gov Michelle Alexander at 424-3559 or MAlexander@decaturil.gov

BUDGET/TIME IMPLICATIONS: Authorizes the purchase of 2 30' hybrid trolleys for a combined cost not to exceed \$1,570,000 utilizing CARES Act funds awarded from FTA.

RESOLUTION NO.

**RESOLUTION AUTHORIZING EXECUTION OF PURCHASE ORDER
BETWEEN CITY OF DECATUR AND GILLIG, LLC, AUTHORIZING
THE PURCHASE OF (2) LOW-FLOOR HYBRID TROLLEYS IN AN
AMOUNT NOT TO EXCEED \$785,000 PER TROLLEY.**

WHEREAS, the Federal Transit Administrator has been delegated authority to award Federal financial assistance under the 2020 CARES Act and,

WHEREAS, the City of Decatur was awarded \$6,168,433 in funding to be utilized to offset impacts of COVID-19 and,

WHEREAS, the City of Decatur desires to replace our two trolleys utilizing these funds as an investment into our public transit system;

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

Section 1. That the Participating Addendum to the Master Contract between the Commonwealth of Virginia, and Gillig, LLC Cooperative Contract #E194-75548MA2274, authorizing the purchase and delivery of up to 2 30' Allison Hybrid Low Floor Trolley buses with Cares Act Funding from the Federal Transit Administration that a purchase order between the City of Decatur, Illinois and Gillig, Inc. be accepted and approved in an amount not to exceed \$785,000 per trolley, and

Section 2. That the Purchasing Supervisor of the City of Decatur be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Gillig for the purchase of not more than two (2) low-floor hybrid trolley buses, in the amount not to exceed \$785,000 per trolley.

PRESENTED AND ADOPTED this 5th day of April, 2021

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION # 6
TO
CONTRACT NUMBER E194- 75548
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GILLIG, LLC

Low Floor Diesel/CNG Transit Buses

This MODIFICATION #6 (Renewal 3rd and final renewal) is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or Commonwealth," and Gillig, LLC a California corporation, hereinafter referred to as the "Contractor" or "Gillig" relating to the modification of the Contract effective 6/8/17 as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement as follows below. All changes are effective June 1, 2020 and shall be included in any subsequent modifications.

- 1) Both parties hereby agree to renew the above-referenced Contract for its fourth (and final) year, beginning June 1, 2020 through May 31, 2021
- 2) Both parties hereby agree to the following price changes beginning June 1, 2020 through May 31, 2021:

		(from)	(to)
		\$	\$
DIESEL, L9 / 280 HP, 23 SEAT, 30,000 GVW	(Gill 30)	392,618.00	400,602
		\$	\$
DIESEL, L9 / 280 HP, 31 SEAT, 39600 GVW	(Gill 35)	398,917.00	407,030
		\$	\$
DIESEL, L9 / 280 HP, 38 SEAT, 39600 GVW	(Gill 40)	403,382.00	411,585

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-75548 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GILLIG, LLC

COMMONWEALTH OF VIRGINIA

BY: *J Policarpio*
NAME: JOSEPH POLICARPIO
Printed Name
TITLE: VICE PRESIDENT SALES
DATE: MAY 28, 2020

BY: *Dennis M. Donahue*
NAME: Dennis M. Donahue
Printed Name
TITLE: Statewide Sourcing & Contracting
Officer
DATE: *May 28, 2020*

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Minutes of February 2, 2021 Civil Service Commission	Backup Material
Minutes of February 4, 2021 City Plan Commission Meeting	Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
February 2, 2021

Pursuant to notice the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Tony Wilkins
VICE CHAIR Sheri Hagen
COMMISSIONER Greg Spain
COMMISSIONER Todd Ray
COMMISSIONER Sarah Creek
ACTING SECRETARY Penny Rogers
ADMINISTRATIVE SECRETARY Sherry Beasley
ABSENT: None

Call to Order

Chair Wilkins called the meeting to order at 11:33 a.m.

Roll Call

5 out of 5 Commissioners were present at the time of roll call. Chair Wilkins declared a quorum does exist to conduct and approve business.

Chair Wilkins called for Appearance of Citizens:

There was none.

The Minutes of the January 5, 2021 regular meeting were presented. Commissioner Spain moved that the January 5, 2021 regular meeting minutes be approved, seconded by Commissioner Ray and upon call of the roll, Commissioners Creek, Ray, Spain, Hagen and Wilkins voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Hagen moved to recess to Closed Session for the purpose of discussing personnel actions, seconded by Commissioner Ray, and upon call of the roll, Commissioners Spain, Creek, Ray, Hagen and Wilkins voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Spain moved to return to Open Session, seconded by Commissioner Ray, and upon call of the roll, Commissioners Hagen, Spain, Ray, Creek and Wilkins voted aye. Acting Secretary Rogers declared the motion carried.

Chair Wilkins called for Unfinished Business:

A. There was none.

CIVIL SERVICE COMMISSION

OPEN SESSION MINUTES

February 2, 2021

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Chair Wilkins called for New Business:

- A. Authorization Request to Approve Job Announcement and Establish Eligible Register for Maintenance Mechanic I, Commissioner Creek moved the Authorization Request be received, place on file and approved, seconded by Commissioner Spain, and upon call of the roll, Commissioners Hagen, Spain, Ray, Creek and Wilkins voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Job Announcement and Establish Eligible Register for Engineering Technician I, Commissioner Spain moved the Authorization Request be received, place on file and approved, seconded by Commissioner Ray, and upon call of the roll, Commissioners Hagen, Spain, Ray, Creek and Wilkins voted aye. Acting Secretary Rogers declared the motion carried.
- C. Authorization Request to Approve Job Announcement and Establish Eligible Register for Engineering Technician II, Commissioner Ray moved the Authorization Request be received, place on file and approved, seconded by Commissioner Spain, and upon call of the roll, Commissioners Hagen, Spain, Ray, Creek and Wilkins voted aye. Acting Secretary Rogers declared the motion carried.
- D. Authorization Request to Approve Job Announcement and Establish Promotional Register for Library Clerk I – Half Time, Commissioner Hagen moved the Authorization Request be received, place on file and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Hagen, Spain, Ray, Creek and Wilkins voted aye. Acting Secretary Rogers declared the motion carried.
- E. Authorization Request to Approve Job Announcement and Establish Eligible Register for Library Clerk I – Half Time (Internal), Commissioner Ray moved the Authorization Request be received, place on file and approved, seconded by Commissioner Spain, and upon call of the roll, Commissioners Hagen, Spain, Ray, Creek and Wilkins voted aye. Acting Secretary Rogers declared the motion carried.

CIVIL SERVICE COMMISSION

OPEN SESSION MINUTES

February 2, 2021

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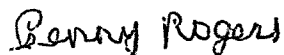
F. Receiving and Filing of Personnel Actions

Commissioner Spain moved that the appointment, promotion, written reprimand, civil service status, request for leave, probationary termination, probationary resignation, amended retirement date and retirement be received, placed on file, and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Spain, Creek, Ray, Hagen and Wilkins voted aye. Acting Secretary Rogers declared the motion carried.

Chair Wilkins called for Other Business:

There being no other business, Commissioner Ray moved to adjourn the meeting, seconded by Commissioner Creek, and upon call of the roll, Commissioners Hagen, Ray, Spain, Creek, and Wilkins voted aye. Acting Secretary Rogers declared the meeting adjourned at 11:45 a.m.

Respectfully Submitted,



Penny Rogers
Acting Secretary

**MINUTES OF THE MEETING
OF THE
DECATUR CITY PLAN COMMISSION**

Thursday, February 4, 2021
Civic Center Theatre, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The February 4, 2021 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the Civic Center Theatre, Second Floor of the Decatur Civic Center, by Chairman Susie Peck who determined a quorum was present.

Members Present: Steve Kline, Kent Newton, Bill Clevenger,
Jason Drake, Bruce Frantz, Rick Johnson, Susie Peck

Steve Kline, Kent Newton, Bill Clevenger and Rick Johnson participated through electronic attendance pursuant to the Open Meetings Act, 5 ILCS 120/7(c)(2) and a determination made by Mayor Julie Moore Wolfe that in-person meeting of all members of the Plan Commission is not practical or prudent because of the COVID-19 pandemic.

Members Absent: Mike Peoples

Staff Present: Greg Crowe, Griffin Enyart, John Robinson, Janet Poland

II. Approval of Minutes of the December 3, 2020 City Plan Commission Meeting

It was moved and seconded (Kline/Frantz) to approve the minutes of the December 3, 2020 meeting of the Decatur City Plan Commission. Motion carried unanimously.

III. New Business

Case No. 20-42 Petition of CENTRAL ILLINOIS DEVELOPMENT CONSORTIUM, to vacate the 500 Block of North Mercer Street Right-of-Way North of West Eldorado Street.

It was moved and seconded (Frantz/Clevenger) to forward Case No. 20-42 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Greg Crowe was sworn in by Mrs. Janet Poland.

Mr. Crowe discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request) with the following condition:

1. A blanket easement for the vacated Mercer St right-of-way shall be maintained for all utilities located within the right-of-way, including but not limited to the City's utilities

Discussion amongst the Plan Commission members and City Staff followed Mr. Crowe's presentation including traffic onto Eldorado Street during shift changes of Mueller Company, maintenance of the right-of-way and parking availability for the adjacent property owner.

Mr. Jonas Ozier, representative for the petitioner, was sworn in by Mrs. Poland.

Mr. Ozier stated the project had to get an IDOT permit for approval of the project and IDOT is requiring a change in the curb cut adjacent to the East property. The proposed Ingress/Egress easement will allow customers of the adjacent property access across Mercer Street and the proposed parking lot and parking spaces along the property. The Monroe Street entrance and exit accesses were added to the Plan to help alleviate traffic onto Eldorado Street during Mueller's shift changes.

Ms. Nichole Bateman, President of the Economic and Development Corporation, was sworn in by Mrs. Poland.

Ms. Bateman stated she has spoken with the tenant of The Secret Garden, the building east of the proposed right-of-way vacation, over the concerns of their employee parking. They have been issued three (3) parking spaces for the employees to park. Ms. Bateman said the petitioner plans to be good neighbors.

Mr. William McNutt, representative for Eldorado Investments the adjacent property owner, was sworn in by Mrs. Poland.

Mr. McNutt stated Eldorado Investments is not objecting to the vacation of the street itself, they are only asking to be treated fairly. They also have concerns regarding the changes in the curb cut required by IDOT. They would like a written agreement for the use of the parking spaces and ingress/egress easement to be recorded in the chain of title or to divide the vacated ROW half to CIDC and half to Eldorado Investments. They were provided a license to use agreement by the Petitioner at the end of the day prior to this meeting.

Plan Commission members asked if there are additional parking available for the adjacent property owner. Mr. Crowe indicated that there is parking available for the property to the South and East of the Building and have access of Eldorado Street and the alleyway to the East. Mr. Crowe also provided responses to the adjacent property owners concerns including that the change in curb cut would be required by IDOT if the property remains in City ownership as part of the improvement project. Also, the change in parking adjacent to the building from perpendicular to parallel would also be required if the City owns the property as part of the improvement project.

Upon call of the roll, Commission members Steve Kline, Kent Newton, Bill Clevenger, Jason Drake, Bruce Frantz, Rick Johnson and Susie Peck voted aye. Motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

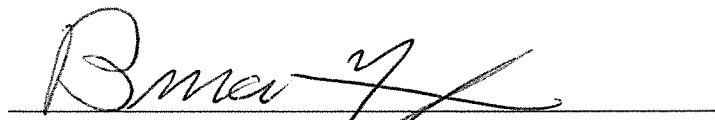
No comments.

VI. Adjournment

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

Upon call of roll, Commission members Steve Kline, Kent Newton, Bill Clevenger, Jason Drake, Bruce Frantz, Rick Johnson and Susie Peck voted aye. Motion carried.

Chairman Peck declared the meeting adjourned at 3:31 P.M.

A handwritten signature in black ink, appearing to read "B. Frantz", is written over a horizontal line.

Bruce Frantz, Secretary, Decatur City Plan Commission