Monday, January 4, 2021
5:30 PM
Civic Center Theater

CITY COUNCIL AGENDA

Pursuant to Phase 4 of Governor Pritzker's Executive Order, a maximum of 25 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 December 14, 2020 Special City Council Meeting

Approval of Minutes of December 21, 2020 City Council Meeting

IV. Unfinished Business

1. Ordinance Amending City Code Chapter 54.1 - Video Gaming License

V. New Business

1. Resolution Authorizing the Purchase of Property at 2112 North Brush College Road 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
2. Ordinance Granting a Conditional Use Permit (CUP) to Allow for a Day Care Home, Large in an Existing Residence Zoned R-3 Single-Family Residence District 2220 North Longwood Drive

3. Resolution Authorizing Accepting and Approval of Grant Agreement with Illinois Department of Commerce and Economic Opportunity (DCEO)
4. Resolution Adopting the FY2020-24 Consolidated Plan Including FY2020 Action Plan
5. Resolution Authorizing Agreements with U.S. Department of Housing and Urban Development (HUD) for CDBG & HOME FY2020 Grant Funds

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of December 14, 2020 Special City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of Special City Council Meeting of December 14, 2020	Backup Material

SPECIAL MEETING CITY COUNCIL MINUTES
Monday, December 14, 2020

On Monday, December 14, 2020, the City Council of the City of Decatur, Illinois, met in a Special City Council 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 David Horn, Chuck Kuhle, Pat McDaniel and Bill Faber. Council members Lisa Gregory and Rodney Walker participated through electronic attendance pursuant to the Open Meetings Act, 5 ILCS 120/7(e)(2) and a determination made by Mayor Julie Moore Wolfe that an in-person meeting of all members of the City Council is not practical or prudent because of the COVID-19 pandemic. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Marc Girdler, Marty Watkins, and John Phillips.

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

R2020-180 Resolution Authorizing Community Development Block Grant-COVID (CDBG-CV) Small Business Assistance Subrecipient Agreement FY 2020 Community Investment Corporation of Decatur, Inc. (CICD), was presented. Councilman McDaniel made a motion to take the item from the table, seconded by Councilwoman Gregory.

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

City Manager Wrighton gave an overview of the proposed Ordinance.

Council discussed four alternatives to the language in the compliance section of the Ordinance referring to entities being ineligible for small business assistance if they have been cited and fined for violations of the city's COVID protection rules, and/or cited and fined for violations of other local ordinances.

Following Council discussion, Councilwoman Gregory made a motion to amend the Ordinance by removing the following language, "Businesses who have been cited or fined because of COVID ordinance violations, and/or other local ordinances within the last 12 months are not eligible for assistance through this program" and adding the following language "Preference for providing assistance through this program will be given to those businesses who have not been found to be in violation of local ordinances within the previous twelve (12) months". Councilman McDaniel seconded the motion.

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

Councilman McDaniel moved the Ordinance do pass, as amended, seconded by Councilwoman Gregory.

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

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

Mayor Moore Wolfe called for a public hearing in the matter of the 2020 Tax Levy. Mayor Moore Wolfe opened the public hearing at 6:10 p.m. and declared the public meeting closed at 6:11 p.m.

2020-166 Ordinance Levying Property Taxes for the City of Decatur, Illinois for the Purpose of Raising Revenue to Meet Certain Necessary Expenses of the City for the Fiscal Year Beginning January 1, 2021 and Ending December 31, 2021, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Ordinance and answered questions from Council.

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

2020-167 Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2010 Series C Bonds, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

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

2020-168 Ordinance Abating the Property Tax levy for the City of Decatur, Illinois for General Obligation 2012 Series Bonds, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

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

2020-169 Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2013 Series Bonds, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

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

2020-170 Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2014 Series Bonds, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

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

2020-171 Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2015 Series Bonds, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

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

2020-172 Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2016 Series Bonds, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

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

2020-173 Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2017 Series Bonds, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

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

2020-174 Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2018 Series Bonds, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

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

2020-175 Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series Bonds, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

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

2020-176 Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series B Bonds, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

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

With no other New Business, Mayor Moore Wolfe called for a Recess to Study Session for a discussion on Neighborhood Revitalization. Councilman McDaniel moved to Recess to Study Session, seconded by Councilwoman Gregory.

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

City Manager Wrighton reported that surplus parcels continue to be sold through the side lot program and Phase One of the Johns Hill Neighborhood project has been completed that consisted of land acquisition, demolition, water service replacement and debris removal.

Councilman Horn exited the Theater at 6:46 pm and returned at 6:50 p.m.

City Manager Wrighton provided an update on a project spearheaded by Millikin University taking place on several city owned lots at the corner of Jordan and Marietta Streets that is intended to serve as an experiment to help inform whether urban agriculture can be a permanent and sustainable element of neighborhood revitalization.

Ms. Ellen Hearn provided an update on the Block-by-Block program that included upgrades to a home on East Wood Street near Nelson Park.

Mr. Cordaryl “Pat” Patrick, Director of Economic and Community Development provided an update on the number of demolitions completed since the last revitalization study session and discussed demolition strategies.

Councilman Faber exited the Theater at 7:31 p.m. and returned at 7:34 p.m.

Ms. Susan Kretsinger, Neighborhood Inspections Manager, answered questions from Council regarding the number of demolitions completed in 2020.

Mayor Moore Wolfe exited the Theater at 7:41 p.m. and returned at 7:43 p.m.

Deputy City Manager Jon Kindseth gave an overview of the proposed Distressed Properties Ordinance.

Planning and Development Manager Greg Crowe identified key commercial corridors and how they were selected.

City Manager Wrighton answered questions from Council regarding funding sources for Neighborhood Revitalization.

Councilman Faber exited the Theater at 8:05 p.m. and returned at 8:08 p.m.

With no other discussion on Neighborhood Revitalization, Mayor Moore Wolfe called for public comments.

Mr. John Phillips and Mr. John Phillips Sr. provided comments to the Council.

With no other public comments, Mayor Moore Wolfe called for adjournment.

Councilman Pat McDaniel moved the Council meeting be adjourned; seconded by Councilwoman Lisa Gregory and on call of the roll, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the Special City Council meeting adjourned at 8:20 p.m.

Approved_______
Kim Althoff
City Clerk

SUBJECT: Approval of Minutes of December 21, 2020 City Council Meeting

ATTACHMENTS:

Description	Type
City Council Minutes of December 21, 2020	Backup Material

CITY COUNCIL MINUTES
Monday, December 21, 2020

On Monday, December 21, 2020, 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 David Horn, Chuck Kuhle, Pat McDaniel Rodney Walker, Bill Faber and Lisa Gregory. 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: Nannette Ruffin, Marc Girdler, Eric Summerlott, Will Wetzel, John Phillips, and Kevin Watkins.

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

The minutes of the December 7, 2020 City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Lisa Gregory and on call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

Ordinance Amending City Code Chapter 54.1-Video Gaming License, was presented. Councilman McDaniel made a motion to take the item from the table, seconded by Councilwoman Gregory.

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

City Manager Wrighton gave an overview of the Ordinance.

Assistant Corporation Counsel Amy Waks answered questions from Council regarding four options suggested by city staff in dealing with video gaming fees.

Mr. Kevin Watkins explained the Illinois Gaming Board fee structure.

Councilwoman Gregory made a motion to amend the Ordinance by deleting the requirement that establishments be responsible for licensing the terminals and require terminal operators be solely responsible for the license fees for the terminals placed in the establishments and the city will refund the licensing fees already paid for by the establishments and bill the terminal owners effective January 1, 2021, seconded by Councilman McDaniel.

Councilman Faber made a motion to amend the amendment by revisiting the item in six months rather than twelve months, seconded by Councilman Kuhle.

Corporation Counsel Wendy Morthland explained that the motion already on the floor is to amend the City Code and revisiting the item in six months can be done without an amendment.

Upon call of the roll of Councilman Faber's amendment, Councilman Faber voted aye. Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Lisa Gregory and Mayor Moore Wolfe voted nay. Mayor Moore Wolfe declared the motion failed.

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

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

City Manager Wrighton presented the Treasurer's Financial Report and continued to a discussion on ideas to fund public safety staffing and pension costs.

Following a discussion by Council, the consensus of Council indicated that they were not in favor of a non-binding referendum but instead decided to look at other options to fund public safety staffing and pension costs.

2020-177 Budget Reconciliation Ordinance Appropriating Additional Monies for the Purpose of Defraying the Expense for Certain Funds of the City of Decatur, Illinois for the Fiscal Year Ending December 31, 2020, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Ordinance.

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

R2020-181 Resolution Authorizing the City of Decatur to Provide an Interfund Cash Advance to Certain Funds to Affect a Positive Cash Position as of the Close of Business as of December 31, 2020, 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 David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-182 Resolution Authorizing the Final Agreement Between the City of Decatur, Illinois and Airport Plaza Joint Venture, LLC-Payment of Reimbursable Costs, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

Deputy City Manager Jon Kindseth answered questions from Council regarding the new increase in EAV's that was created in the redevelopment area.

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

R2020-183 Resolution Authorizing Execution of an Agreement for Management and Operation of City of Decatur Public Transit Services with MV Transportation, Inc., was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

Deputy City Manager Jon Kindseth provided additional details about the contract and answered questions from Council.

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

R2020-184 Resolution Certifying the City of Decatur Public Transportation Agency Safety Plan, 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 David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-185 Resolution to Approve Preliminary Engineering Services Agreement and Appropriate Motor Fuel Tax Funds for the Garfield Avenue Bridge over 22nd Street, SN 058-

6001 City Project 2020-22, 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 David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Councilman Faber exited the Civic Center Theatre at 7:30 p.m.

2020-178 Ordinance Annexing Territory Entirely Surrounded by the City Limits-4161 North Taylor Avenue, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Ordinance.

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

Councilman Faber returned to the Civic Center Theater at 7:33 p.m.

2020-179 Ordinance Annexing Territory Entirely Surrounded by the City Limits-3290 Las Vegas Drive, 2255 Frontier Road, 3300 Las Vegas Drive, 3305 Desert Inn Road, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Ordinance.

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

2020-180 Ordinance Annexing Territory Entirely Surrounded by the City Limits-2406 Thunderbird Drive (Lot East); 3205 Las Vegas Drive (Lot West); 3233, 3220, 3235 Tropicana Road; 2331 Frontier Road; 3305, 3303, 3333, 3332 Tropicana Road, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Ordinance and answered questions from Council regarding services provided by the city as a result of being annexed.

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

2020-181 Ordinance Annexing Territory Entirely Surrounded by the City Limits-3330 Ferris Drive, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Ordinance.

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

2020-182 Ordinance Annexing Territory Entirely Surrounded by the City Limits-3312, 3310 North Westlawn Avenue; 3303 Fite Drive; 3296, 3311, 3255 North Westlawn Avenue, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Ordinance.

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

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

Item A. Receiving and Filing of Minutes of Boards and Commissions
Item B. R2020-186 Resolution Approving Appointment - Library Board of Trustees
Item C. 2020-183 Ordinance Annexing Territory 2323 West Ash Avenue
Item D. 2020-184 Ordinance Annexing Territory 3468 Burt Drive
Item E. 2020-185 Ordinance Annexing Territory 3707 West Catherine Street
Item F. 2020-186 Ordinance Annexing Territory 4169 Doneta Avenue
Item G. 2020-187 Ordinance Annexing Territory 3433 Ferris Drive
Item H. 2020-188 Ordinance Annexing Territory 3511 Greenview Drive
Item I. 2020-189 Ordinance Annexing Territory 3520 Greenview Drive
Item J. 2020-190 Ordinance Annexing Territory 2111 North Sunnyside Road
Item K. 2020-191 Ordinance Annexing Territory 2113 North Sunnyside Road
Item L. 2020-192 Ordinance Annexing Territory 3188 North Westlawn Avenue
Item M. R2020-187 Resolution Accepting the Bid of Dunn Company for the Purchase of Bituminous Pavement Materials
Item N. R2020-188 Resolution Accepting the Bid of Beelman Logistics LLC for the Purchase of Crushed Stone Aggregate
Item O. R2020-189 Resolution Accepting the Bid of Metal Culverts Inc for the Purchase of Corrugated Steel Pipe
Item P. R2020-190 Resolution Accepting the Bid of VCNA Prairie LLC for the Purchase of Portland Cement Concrete

Item Q. R2020-191 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Alum, City Project - PUR2020-05

Item R. R2020-192 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Carbon, City Project - PUR2020-05

Item S. R2020-193 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Carbon Dioxide, City Project - PUR2020-05

Item T. R2020-194 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Chlorine, City Project - PUR2020-05

Item U. R2020-195 Resolution Accepting the Bid and Authorizing the Execution of a Purchse Order Furnishing Water Treatment Chemicals - Hydroflurosilicic Acid, City Project - PUR2020-05

Item V. R2020-196 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Lime, City Project - PUR2020-05

Item W. R2020-197 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Sodium Chlorite - City Project - PUR2020-05

Item X. R2020-198 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Sodium Hexametaphosphate, City Project - PUR2020-05

Item Y. R2020-199 Resolution Authorizing Community Development Block Grant-CV (CDBG-CV) Fund Expenditures and Amendment of the FY 2019-20 Annual Action Plan

Item Z. R2020-200 Resolution Authorizing Residential Lease Agreement-City of Decatur, Illinois and Bryan L. Vought, 3530 E. Chestnut Ave., Decatur, Illinois

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

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

City Manager Wrighton wanted to remind citizens that those effected by COVID-19 can take advantage of CARES funding for rent and utility assistance administered through DOVE.

With no Other Business, Mayor Moore Wolfe called for Recess to Closed Executive Session at 7:46 p.m. under Open Meetings Act Section 2 (c) (2) Collective Negotiating Matters between the Public Body and its Employees or their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees.

Councilman McDaniel moved to Recess to Closed Executive Session; seconded by Councilwoman Gregory and upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Council returned to the regular City Council meeting following Closed Executive Session at 8:40 p.m. Councilman McDaniel moved the regular meeting be adjourned; seconded by Councilwoman Gregory. All were in favor by voicing no objections.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 8:40 p.m.

Approved_______
Kim Althoff
City Clerk

DATE: 12/24/2020

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Ordinance Amending City Code Chapter 54.1 - Video Gaming License.

SUMMARY RECOMMENDATION: It is recommended that the ordinance be adopted.

BACKGROUND: In December, the City Council discussed four options for amending the City Code to reduce the financial burdens on bars and restaurants that also have video gaming machines. At the December 21st Council meeting, the City Council selected one of the options, and the Council voted and approved their desired amendment option. However, upon administrative review, it was determined the roll was not called for the adoption of the ordinance AS AMENDED; therefore it was not approved. Adoption of the complete ordinance as amended will perfect this procedural defect. The proposed ordinance incorporates the option selected by the City Council in December (Section 4).

PRIOR COUNCIL ACTION: The City Council approved the amendment on December 21, 2020, but due to a procedural issue, the Ordinance as discussed and formally amended was not called for a vote to adopt.

STAFF REFERENCE: Should there be any questions or concerns, you can contact Mr. Wrighton, Wendy Morthland, or City Clerk Kim Althoff.

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 54.1 Video Gaming License	Ordinance

ORDINANCE NO. ______________

ORDINANCE AMENDING CITY CODE
- CHAPTER 54.1 –
- VIDEO GAMING LICENSE –

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

Section 1. That Chapter 54.1 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 1, 2, 3, 4, 6, 7, and 8, so that Sections 1, 2, 3, 4, 6, 7, and 8 as so modified and amended, shall provide as follows:

1. DEFINITIONS. Whenever used herein, unless context otherwise requires, the following words, terms or phrases shall have the meaning ascribed to them in this section: …

(d). Terminal Operator shall mean an individual, partnership, corporation, or limited liability company that is licensed under the State of Illinois Video Gaming Act and that owns, services, and maintains video gaming terminals for placement in licensed establishments, licensed truck stop establishments, licensed fraternal establishments, or licensed veterans establishments.

2. LICENSE REQUIRED. No establishment shall have on its premises nor any terminal operator place any video gaming terminal without first obtaining a video gaming license and paying the appropriate fee.

3. LICENSE APPLICATION REQUIREMENTS. Application shall be made as required to the Finance Department and shall state the following:

(a). The legal name of the applicant;

(b). The business name of the applicant;

(c). The address of the establishment where the video gaming terminals are to be located;

(d). The business office address of the establishment if different from the address of the establishment or business office address of the terminal operator;

(e). A phone number for the applicant;

(f). An e-mail address for the applicant, if any;

(g). The name and address of every person owning more than a five percent (5%) share of the applicant;

(h). For establishments, the name, address, phone number and e-mail address (if any) of any terminal operator or distributor owning, servicing or maintaining a video gaming terminal;

(i). A copy of the applicant’s State of Illinois Video Gaming License;

(j). A statement as to the number of video gaming terminals which the applicant will have on its premises or place on an establishment’s premises;

(k). A statement that the applicant is not in arrears in any tax, fee or bill due to the City of Decatur or State of Illinois;

(l). A statement that the applicant agrees to abide by all State and Federal laws and any local ordinance;

(m). A statement that no owner with more than a five percent (5%) interest or manager of the applicant has ever been convicted of a felony, a gambling offense, or a crime of moral turpitude. In the event that an establishment cannot provide such statement, the applicant may apply for a Certificate of Rehabilitation from the City Manager indicating that the individual who would disqualify the applicant from obtaining the Video Gaming License has been rehabilitated and is no longer a threat to violate the law. The City Manager may consider the nature of the offense, the length of time since the offense, the length of time since release from custody, and other factors to determine if the individual has rehabilitated himself such that he is no longer likely to commit another offense.

4. VIDEO GAMING LICENSE FEES.

(a). For establishments, there shall be no fee for a Video Gaming License per video gaming terminal per year. Video Gaming Licenses for establishments shall be issued by the Finance Department and shall be for a twelve-month period commencing on the first day of January of each year, except for the year 2021 in which each license and the privileges there under shall commence on the first day of March, 2021.

(b). For terminal operators, the fee for a Video Gaming License shall be Five Hundred Dollars ($500.00) per video gaming terminal per year. Video Gaming Licenses for terminal operators shall be issued by the Finance Department and shall be for a twelve-month period commencing on the first day of March of each year. There shall be no proration of any fee except for new licensees.

…**6. UNLAWFUL ACTIVITY.** No establishment or terminal operator shall permit the use of a video gaming terminal in any manner not authorized by State law including, but not limited to, improper location of terminals, lack of required oversight, payouts in excess of those provided by law, side bets, underage use, and other illegal gambling activities.

7. EMPLOYER RESPONSIBILITY. Any action by an employee of an establishment or terminal operator in violation of the provisions of this Ordinance shall be considered a violation committed by the establishment or terminal operator.

8. LICENSE REVOCATION. Any Video Gaming License may be revoked, after notice and hearing by the City Manager, or his designee, for any of the following reasons;…

(b). Violation of any law occurring on the establishment's premises committed by the establishment or terminal operator or an employee of the establishment or terminal operator;…

…(d). Violation of any law occurring on the establishment's premises which the establishment or terminal operator did not take adequate means to prevent, or did not respond in an appropriate manner after it became aware of such violation;

Section 2. 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 4th day of January, 2021.

____

JULIE MOORE WOLFE, MAYOR

ATTEST:

____

CITY CLERK

PUBLISHED this ________ day of _______________, 2021.

____

CITY CLERK

ADDITIONS AND ~~DELETIONS~~

CHAPTER 54.1
- VIDEO GAMING LICENSE –

1. DEFINITIONS. Whenever used herein, unless context otherwise requires, the following words, terms or phrases shall have the meaning ascribed to them in this section:

(a). Video Gaming Terminal shall have the same meaning as ascribed in the State of Illinois Video Gaming Act, 230 ILCS 40/5 et.seq. and any successor statute.

(b). Establishment shall mean any business licensed by the State of Illinois to have or operate a video gaming device in the City of Decatur and shall include any "licensed establishment," "licensed fraternal establishment," "licensed veterans establishment," and "licensed truck stop establishment" as those terms are defined in the State of Illinois Video Gaming Act, 230 ILCS 40/5 et.seq. and any successor statute.

(c). Distributor shall have the same meaning as ascribed in the State of Illinois Video Gaming Act, 230 ILCS 40/5 et.seq. and any successor statute.

(d). Terminal Operator shall mean an individual, partnership, corporation, or limited liability company that is licensed under the State of Illinois Video Gaming Act and that owns, services, and maintains video gaming terminals for placement in licensed establishments, licensed truck stop establishments, licensed fraternal establishments, or licensed veterans establishments ~~have the same meaning as ascribed in the State of Illinois Video Gaming Act, 230 ILCS 40/5 et.seq. and any successor statute~~.

2. LICENSE REQUIRED. No establishment shall have on its premises nor any terminal operator place any video gaming terminal without first obtaining a video gaming license and paying the appropriate fee.

3. LICENSE APPLICATION REQUIREMENTS. Application shall be made as required to the Finance Department and shall state the following:

(a). The legal name of the applicant ~~establishment~~;

(b). The business name of the applicant ~~establishment~~;

(c). The address of the establishment where the video gaming terminals are to be located;

(d). The business office address of the establishment if different from the address of the establishment or business office address of the terminal operator;

(e). A phone number for the applicant ~~establishment~~;

(f). An e-mail address for the applicant ~~establishment~~, if any;

(g). The name and address of every person owning more than a five percent (5%) share of the applicant ~~establishment~~;

(h). For establishments, t~~T~~he name, address, phone number and e-mail address (if any) of any terminal operator or distributor owning, servicing or maintaining a video gaming terminal;

(i). A copy of the applicant's ~~establishment's~~ State of Illinois Video Gaming License;

(j). A statement as to the number of video gaming terminals which the applicant ~~establishment~~ will have on its premises or place on an establishment's premises;

(k). A statement that the applicant ~~establishment~~ is not in arrears in any tax, fee or bill due to the City of Decatur or State of Illinois;

(l). A statement that the applicant ~~establishment~~ agrees to abide by all State and Federal laws and any local ordinance;

(m). A statement that no owner with more than a five percent (5%) interest or manager of the applicant ~~establishment~~ has ever been convicted of a felony, a gambling offense, or a crime of moral turpitude. In the event that an establishment cannot provide such statement, the applicant

~~establishment~~ may apply for a Certificate of Rehabilitation from the City Manager indicating that the individual who would disqualify the applicant ~~establishment~~ from obtaining the Video Gaming License has been rehabilitated and is no longer a threat to violate the law. The City Manager may consider the nature of the offense, the length of time since the offense, the length of time since release from custody, and other factors to determine if the individual has rehabilitated himself such that he is no longer likely to commit another offense.

4. VIDEO GAMING LICENSE FEES.

(a). For establishments, ~~The~~ there shall be no fee for a Video Gaming License ~~shall be Five Hundred Fifty Dollars ($500.00)~~ per video gaming terminal per year. Video Gaming Licenses for establishments shall be issued by the Finance Department and shall be for a twelve-month period commencing on the first day of January of each year, except for the year 2021 in which each license and the privileges there under shall commence on the first day of March, 2021. ~~There shall be no pro-ration of any fee except for new licensees.~~

(b). For terminal operators, the fee for a Video Gaming License shall be Five Hundred Dollars ($500.00) per video gaming terminal per year. Video Gaming Licenses for terminal operators shall be issued by the Finance Department and shall be for a twelve-month period commencing on the first day of March of each year. There shall be no pro-ration of any fee except for new licensees.

5. NUMBER OF VIDEO GAMING TERMINALS. No establishment shall have on its premises more video gaming terminals than are permitted by the Video Gaming License.

6. UNLAWFUL ACTIVITY. No establishment or terminal operator shall permit the use of a video gaming terminal in any manner not authorized by State law including, but not limited to, improper location of terminals, lack of required oversight, payouts in excess of those provided by law, side bets, underage use, and other illegal gambling activities.

7. EMPLOYER RESPONSIBILITY. Any action by an employee of an establishment or terminal operator in violation of the provisions of this Ordinance shall be considered a violation committed by the establishment or terminal operator.

8. LICENSE REVOCATION. Any Video Gaming License may be revoked, after notice and hearing by the City Manager, or his designee, for any of the following reasons;

(a). Failure to pay the Video Gaming License fee;

(b). Violation of any law occurring on the establishment's premises committed by the establishment or terminal operator or an employee of the establishment or terminal operator;

(c). Violation of any law or State regulation regarding video gaming or video gaming terminals;

(d). Violation of any law occurring on the establishment's premises which the establishment or terminal operator did not take adequate means to prevent, or did not respond in an appropriate manner after it became aware of such violation;

(e). Failure to pay any tax, fee, or bill due to the City of Decatur; or

(f). Failure to provide current information regarding the ownership or location of the business.

The rules of evidence shall not apply at the hearing and hearsay will be permitted. At the hearing, the City Manager, or his designee, shall determine by a preponderance of the evidence whether a lawful reason exists to revoke the license. The City Manager, or his designee, after determining that a lawful reason exists to revoke the license, shall also determine whether that lawful reason merits the sanction of a revocation of the license.

9. INSPECTIONS. The holder of a video gaming license is hereby required to make available for inspection by police officers of the City any part of the premises.

10. PENALTY. Any person, firm or corporation who shall violate any provision of this Chapter shall be fined not less than Two Hundred Fifty Dollars ($250.00) nor shall more than Five Hundred Dollars ($500.00) for each offense, and each day of a continuing violation be deemed a separate offense. The penalties or remedies provided herein shall be cumulative and resort to any one or more shall be no defense to prosecution of another.

DATE: 12/23/2020

MEMO: 2021-01

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 Authorizing the Purchase of Property at 2112 North Brush College Road 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

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached Resolution authorizing the Mayor, City Manager, or an authorized designee, to sign the documents related to the purchase of additional right of way property at 2112 North Brush Collage Road for $57,100 for the construction of the Brush College Road Grade Separation Project. It is expected that the City will be reimbursed up to $45,680 (80%) from the Illinois Competitive Freight Program. The remaining 20% will be paid with the City's allocation of State Motor Fuel Tax funds.

BACKGROUND:
On January 21, 2020, the City Council approved Amendment #1 to an agreement with the State of Illinois that allocated Freight Grant funding for the purchase of right of way for the Brush College Grade Separation Project. The subject property is located on the southeast corner of Harrison Avenue / Brush College Road. As shown on the attached maps, the City is purchasing right of way on the Brush College side of the property and also right of way on the east side of the property to provide access to the cemetery to the south.

The proposed expenditure is for a total of $57,100 which includes $45,680 in Federal funds from the $25 million grant awarded to the City through the Illinois Competitive Freight Program. The balance of the required funds ($11,420), will be paid from the City’s allocation of State Motor Fuel Tax funds. The appraised value of the property is $57,100.

PRIOR COUNCIL ACTION:
See Appendix A for prior Council action on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:
Crawford, Murphy & Tilly, Inc.

LEGAL REVIEW: The agreements are standard IDOT documents.

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

BUDGET/TIME IMPLICATIONS:
Budget Impact: The resolution authorizes the expenditure of $57,100 for the purchase of portions of the property at 2112 North Brush Collage Road with an expected reimbursement of up to $45,680 from the Illinois Competitive Freight Program and the balance being paid from the City's allocation of State Motor Fuel Tax Funds.

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

SCHEDULE, DESIGN AND CONSTRUCTION:
This purchase will be executed upon approval by the Council. Construction for the Brush College improvement is planned to begin in 2021.

COPY:
Crawford, Murphy & Tilly, Inc.

ATTACHMENTS:

Description	Type
Resolution Authorizing Purchase of 2112 North Brush College Road	Resolution Letter
Appendix A	Backup Material
Location Map	Backup Material
BCR Overall Plan	Backup Material
Plat Refreshment Services	Backup Material

RESOLUTION NO. __________

RESOLUTION AUTHORIZING THE PURCHASE OF 2112 NORTH BRUSH COLLEGE ROAD 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

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

Section 1. That the Mayor, City Manager, or their authorized designee, are authorized to execute the documents relating and necessary to acquire the following described property:

Tract 1:
A part of Lot 1 of Industrial Park First Addition to the City of Decatur (as recorded in Book 1575 Page 40, in the Macon County Recorder's Office) located in the West Half of the Southwest Quarter of Section 5, Township 16 North, Range 3 East of the Third Principal Meridian, situated in the County of Macon, State of Illinois, being more particularly described as follows:

Commencing at a found IDOT Vault at the Southwest Corner of said Section 5; thence North 00 degrees 08 minutes 24 seconds West (Bearings based on Illinois State Plane Coordinates, East Zone NAD 83 -2011 Adj.) along the west line of said Section 5, a distance of 327.68 feet; thence North 89 degrees 02 minutes 25 seconds East 50.00 feet to the southwest corner of Lot 1 in said Industrial Park First Addition and the existing east right of way line of Brush College Road, said point also being the Point of Beginning; thence North 00 degrees 08 minutes 24 seconds West along said existing east right of way line 399.78 feet; thence North 33 degrees 59 minutes 26 seconds East along said existing east right of way line 35.65 feet to the existing south right of way line of Harrison Avenue; thence North 89 degrees 52 minutes 17 seconds East along said existing south right of way line 50.00 feet; thence South 62 Degrees 17 minute 40 seconds West 50.76 feet; thence South 00 degrees 08 minutes 24 seconds East 405.42 feet to the south line of Lot 1 in said Industrial Park First Addition; thence South 89 degrees 02 minutes 25 seconds West along said south line 25.00 feet to the Point of Beginning. Said parcel contains 0.252 acres, more or less.

Tract 2:
A part of Lot 4 and the west half of Lot 5 of Industrial Park First Addition to the City of Decatur (as recorded in Book 1575 Page 40, in the Macon County Recorder's Office) located in the West Half of the Southwest Quarter of Section 5, Township 16 North, Range 3 East of the Third Principal Meridian, situated in the County of Macon, State of Illinois, being more particularly described as follows:

Commencing at a found IDOT Vault at the Southwest Corner of said Section 5; thence North 00 degrees 08 minutes 24 seconds West (Bearings based on Illinois State Plane

Coordinates, East Zone NAD 83 -2011 Adj.) along the west line of said Section 5, a distance of 327.68 feet; thence North 89 degrees 02 minutes 25 seconds East 50.00 feet to the southwest corner of Lot 1 in said Industrial Park First Addition and the existing east right of way line of Brush College Road; thence continuing North 89 degrees 02 minutes 25 seconds East along the south line of said Industrial Park First Addition 594.89 feet to a point on the south line of Lot 4 in said Industrial Park First Addition, said point also being the Point of Beginning; thence North 00 degrees 05 minutes 50 seconds West 420.66 feet to the existing south right of way line of Harrison Avenue; thence North 89 degrees 52 minutes 17 seconds East along said existing south right of way line 80.00 feet to the east line of the west half of Lot 5 in said Industrial Park First Addition; thence South 00 degrees 05 minutes 50 seconds East along said east line 419.50 feet to the south line of Lot 5 in said Industrial Park First Addition; thence South 89 degrees 02 minutes 25 seconds West along said south line 80.01 feet to the Point of Beginning. Said parcel contains 0.771 acres, more or less.

Tract 3:

A part of Lot 1 of Industrial Park First Addition to the City of Decatur (as recorded in Book 1575 Page 40, in the Macon County Recorder's Office) located in the West Half of the Southwest Quarter of Section 5, Township 16 North, Range 3 East of the Third Principal Meridian, situated in the County of Macon, State of Illinois, being more particularly described as follows:

Commencing at a found IDOT Vault at the Southwest Corner of said Section 5; thence North 00 degrees 08 minutes 24 seconds West (Bearings based on Illinois State Plane Coordinates, East Zone NAD 83 -2011 Adj.) along the west line of said Section 5, a distance of 327.68 feet; thence North 89 degrees 02 minutes 25 seconds East 50.00 feet to the southwest corner of Lot 1 in said Industrial Park First Addition and the existing east right of way line of Brush College Road; thence North 00 degrees 08 minutes 24 seconds West along said existing east right of way line 399.78 feet; thence North 33 degrees 59 minutes 26 seconds East along said existing east right of way line 35.65 feet to the existing south right of way line of Harrison Avenue; thence North 89 degrees 52 minutes 17 seconds East along said existing south right of way line 50.00 feet to the Point of Beginning; thence continuing North 89 degrees 52 minutes 17 seconds East along said existing south right of way line 80.03 feet to the east line of said Lot 1; thence South 00 degrees 07 minutes 53 seconds East along said east line 15.00 feet; thence South 89 degrees 52 minutes 17 seconds West 108.75 feet; thence North 62 degrees 17 minutes 40 seconds East 32.40 feet to the Point of Beginning. Said Temporary Easement contains 0.033 acres, more or less.

Commonly known as, 2112 North Brush College Road for highway purposes, specifically the Warranty Deed, Receipt of Conveyance Documents and Disbursement Statement, and PTAX Illinois Real Estate Transfer Declaration.

Section 2. That there is hereby authorized the expenditure of $57,100 of State Motor Fuel Tax funds for the purpose of purchasing said property with an expected $45,680 reimbursement from the Illinois Competitive Freight Program.

PRESENTED and ADOPTED this 4th day of January, 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.

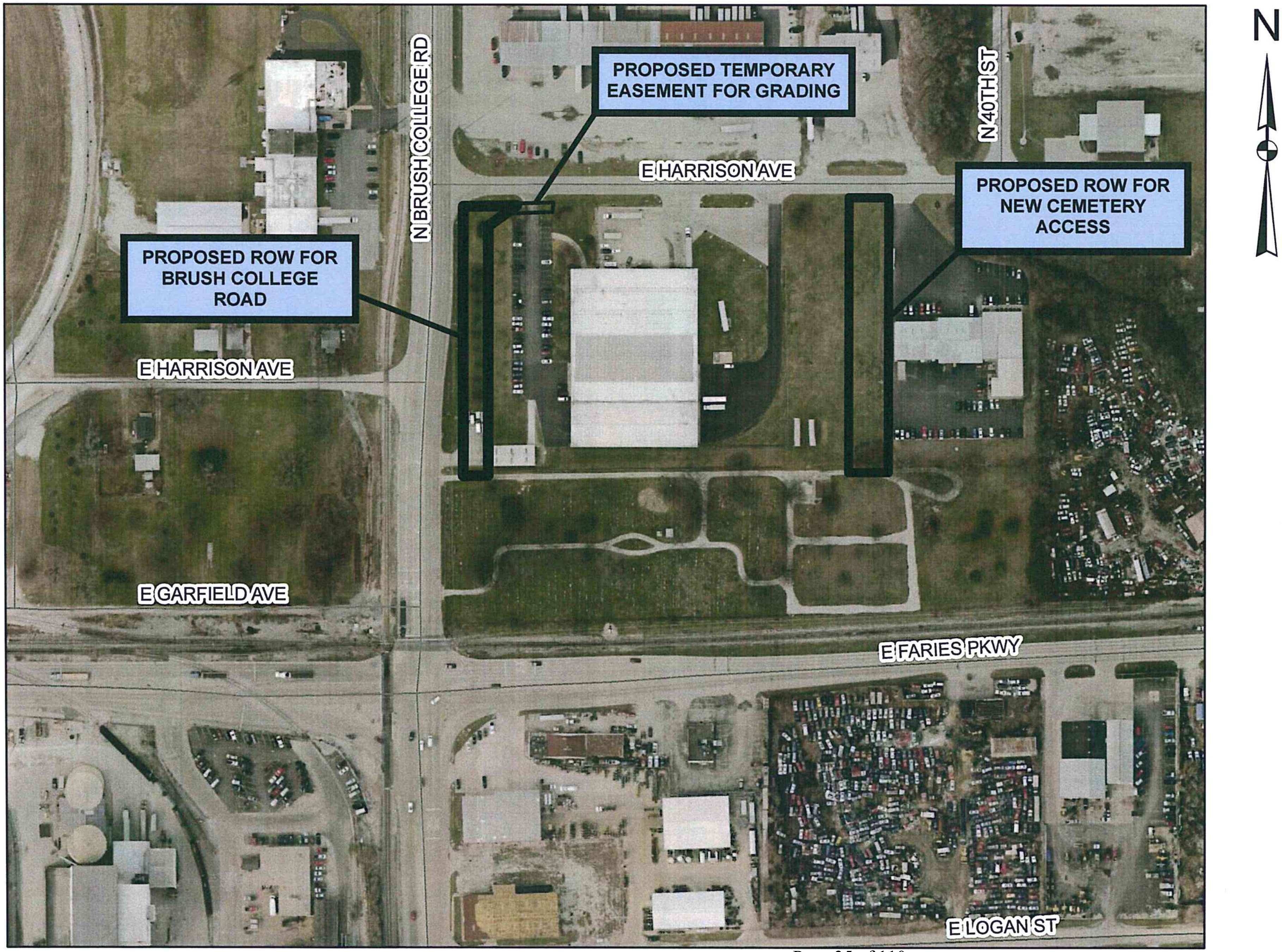
26. **March 16, 2020** – City Council approved Resolution R2020-45 authorizing Amendemnt #1 to the Local Public Agency Agreement for Federal Participation for Desgin Services for the Improvement of Brush College Road / Faries Parkway The Amendment Authorizes an additional $950,000 in Grade Crossing Protection 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.

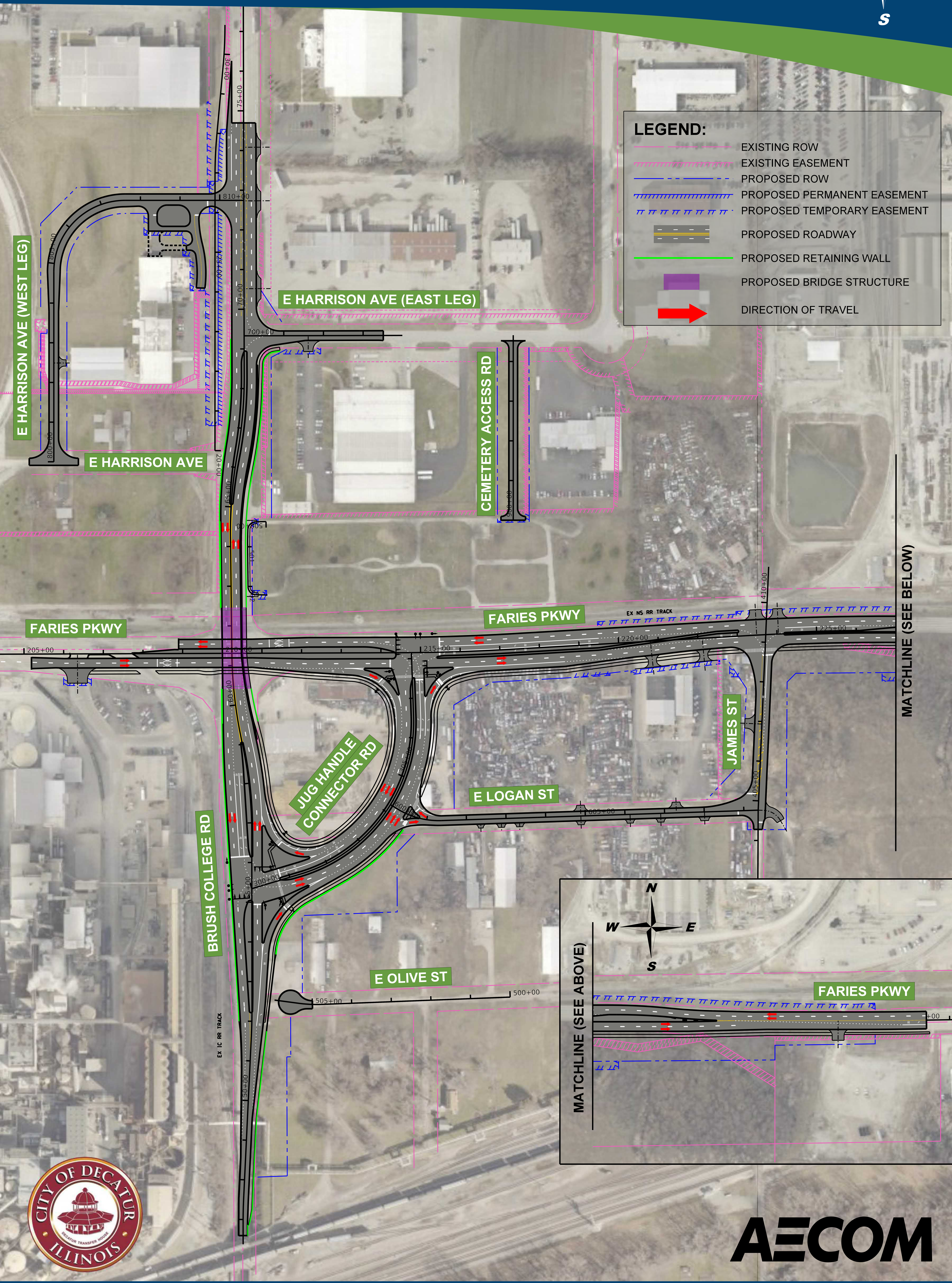
28. **September 8, 2020** – City Council approved Resolution R2020-119, authorizing Supplement #1 of $576,078 for a total design fee of $3,925,745, with $3,350,000 being reimbursed by the Freight Program, to the professional engineering services agreement between the City of Decatur and AECOM Technical 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.

PROPERTY PURCHASE: REFRESHMENT SERVICES INC.
BRUSH COLLEGE ROAD AND FARIES PARKWAY GRADE SEPARATION



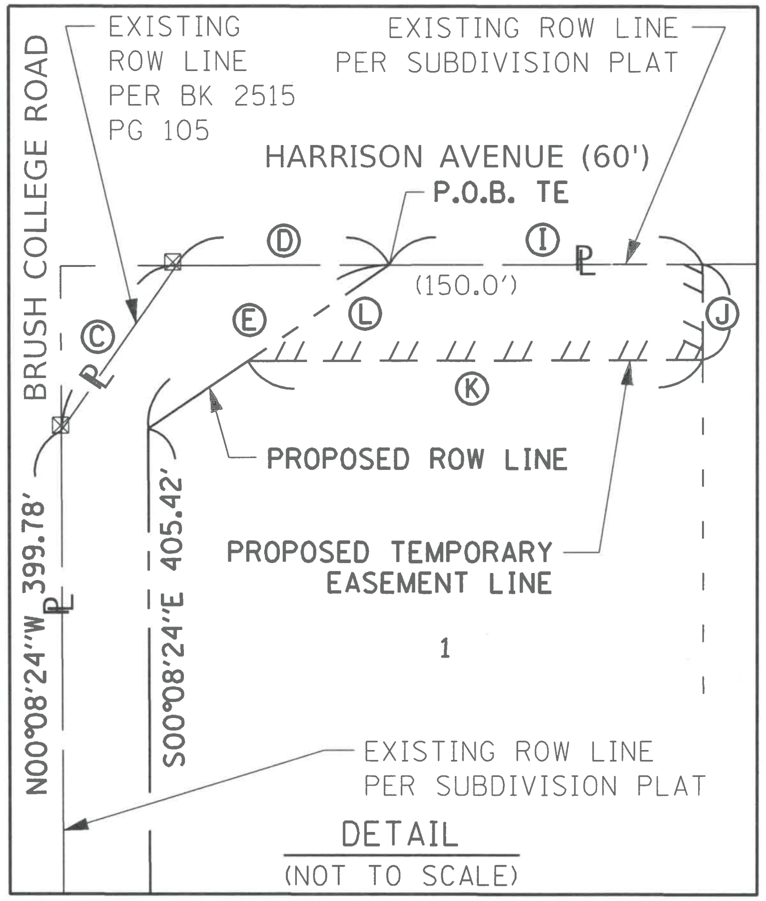
Project Plan

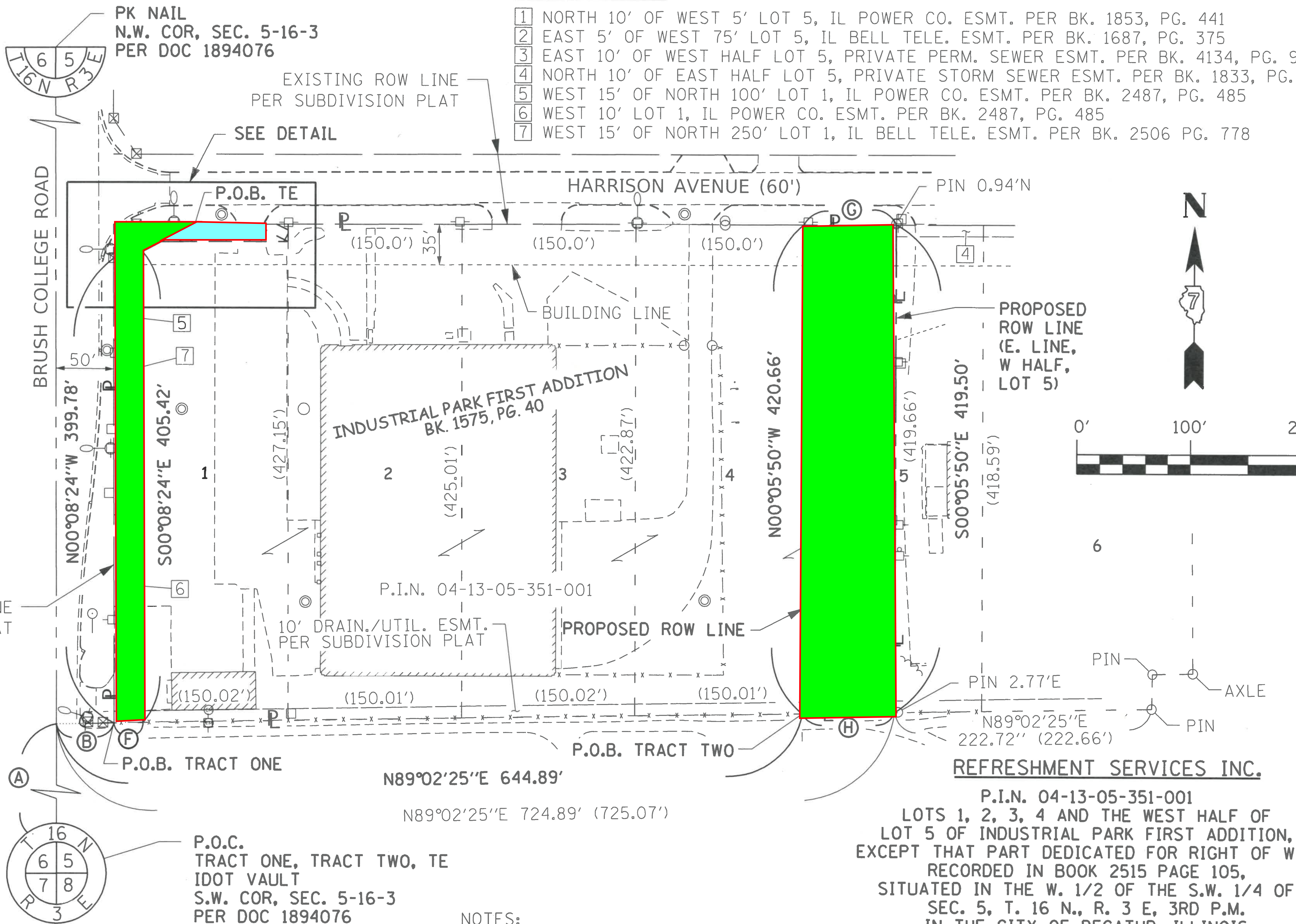


AECOM

EASEMENT TABLE

1	NORTH 10' OF WEST 5' LOT 5, IL POWER CO. ESMT. PER BK. 1853, PG. 441
2	EAST 5' OF WEST 75' LOT 5, IL BELL TELE. ESMT. PER BK. 1687, PG. 375
3	EAST 10' OF WEST HALF LOT 5, PRIVATE PERM. SEWER ESMT. PER BK. 4134, PG. 959
4	NORTH 10' OF EAST HALF LOT 5, PRIVATE STORM SEWER ESMT. PER BK. 1833, PG. 593
5	WEST 15' OF NORTH 100' LOT 1, IL POWER CO. ESMT. PER BK. 2487, PG. 485
6	WEST 10' LOT 1, IL POWER CO. ESMT. PER BK. 2487, PG. 485
7	WEST 15' OF NORTH 250' LOT 1, IL BELL TELE. ESMT. PER BK. 2506 PG. 778





LINE TABLE

A	N00°08'24"W 327.68' (327.2')
B	N89°02'25"E 50.00'
C	N33°59'26"E 35.65' (35.67')
D	N89°52'17"E 50.00'
E	S62°17'40"W 50.76'
F	S89°02'25"W 25.00'
G	N89°52'17"E 80.00'
H	S89°02'25"W 80.01'
I	N89°52'17"E 80.03'
J	S00°07'53"E 15.00'
K	S89°52'17"W 108.75'
L	N62°17'40"E 32.40'

REFRESHMENT SERVICES INC.

P.I.N. 04-13-05-351-001
LOTS 1, 2, 3, 4 AND THE WEST HALF OF LOT 5 OF INDUSTRIAL PARK FIRST ADDITION, EXCEPT THAT PART DEDICATED FOR RIGHT OF WAY RECORDED IN BOOK 2515 PAGE 105, SITUATED IN THE W. 1/2 OF THE S.W. 1/4 OF SEC. 5, T. 16 N., R. 3 E, 3RD P.M. IN THE CITY OF DECATUR, ILLINOIS

TOTAL HOLDING	=	6.569 ACRES±
PROPOSED ROW REQUIRED TRACT 1	=	0.252 ACRES±
PROPOSED ROW REQUIRED TRACT 2	=	0.771 ACRES±
AREA IN EXISTING ROW	=	0.000 ACRES±
TOTAL ROW AREA REQUIRED	=	1.023 ACRES±
REMAINDER	=	5.546 ACRES±
TEMPORARY EASEMENT	=	0.033 ACRES±

TE PURPOSE : GRADING & SHAPING

THIS IS TO STATE THAT I, EDWARD D. STEWART AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE RIGHT OF WAY PLAT SHOWN HEREON FOR THE CITY OF DECATUR, ILLINOIS.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY

Edward D. Stewart

EDWARD D. STEWART
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3414
LICENSE EXPIRATION DATE : 11/30/2020

July 26, 2019
DATE

PROFESSIONAL LAND SURVEYOR EDWARD D. STEWART 035-003414 JACKSONVILLE ILLINOIS STATE OF ILLINOIS

NOTES:
BEARINGS ARE BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD 83 / 2011 ADJ.

( ) DENOTES RECORD DIMENSION.

○ DENOTES FOUND MONUMENT.

FIELD WORK COMPLETED JUNE 24, 2019.

CENTRAL ILLINOIS TITLE FILE CT 4098

QUIGG ENGINEERING INC
2351 SOUTH DIRKSEN PARKWAY
SPRINGFIELD, ILLINOIS 62703
217-670-0563 (P) / 217-679-2204 (F)
DESIGN REGISTRATION NUMBER: 184-004721
www.quiggengineering.com

FILE NAME =	USER NAME = estewart	DESIGNED -	REVISED -	CITY OF DECATUR, ILLINOIS RIGHT-OF-WAY PLAT	ROUTE FAU 7448	SECTION 09-00933-01-BR	COUNTY MACON JOB# D-97-009-19
		DRAWN -	REVISED -		SEC 5	T16N , R 3E OF 3RD P.M.	PROJECT# 6WGY(165)
	PLOT SCALE = 100.0000 '/ in.	CHECKED -	REVISED -		SCALE: 1" = 100'	SHEET NO. 1 OF 1 SHEETS	STA TO STA CONTRACT NO.
	PLOT DATE = 7/26/2019	DATE -	REVISED -				

SUBJECT: Ordinance granting a Conditional Use Permit (CUP) to allow for a Day Care Home, Large in an existing residence zoned R-3 Single-Family Residence District 2220 Longwood Drive

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Ordinance	Ordinance
Supporting Documentation	Backup Material

COMMUNITY DEVELOPMENT MEMORANDUM
No. 20-50

December 31, 2020

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Community Development Director
Greg Crowe, Planning and Development Manager

SUBJECT: Ordinance granting a Conditional Use Permit (CUP) to allow for a Day Care Home, Large in an existing residence zoned R-3 Single-Family Residence District 2220 Longwood Drive

SUMMARY RECOMMENDATION: Staff recommends approval of the Conditional Use Permit with the following conditions for the subject site:

1. That the proposed operation will not be allowed to exceed the maximum number of children allowed by the State of Illinois.
2. The hours of operation will be Monday through Friday 6:00 a.m. to 6:00 p.m.
3. That the proposed operation be in compliance with applicable provisions of the City’s adopted Building Codes, including obtaining a building permit to perform any proposed or required improvements to the existing dwelling.
4. That the proposed daycare be appropriately licensed by the State of Illinois at all times. The petitioner shall supply the City with a copy of the daycare license

The City Plan Commission voted 7-0 to recommend approval of the petition at the December 3, 2020 meeting. The minutes of the meeting are attached.

BACKGROUND: The subject site is located at 2220 North Longwood Drive and is currently zoned R-3 Single-Family Residence District.

The subject petition requests a conditional use permit to allow the operation of a large home daycare. A large home daycare located in the R-3 District requires a Conditional Use Permit. The petitioner has enough parking in the driveway to accommodate two vehicles to drop off and pick up children, there is also on street parking that would allow for drop off and pick up of children from the proposed home daycare along Longwood Drive. There is adequate room for the children to play in the side and rear yard once fencing is complete.

For further details, please refer to the attached Plan Commission staff report.

POTENTIAL OBJECTION: There were no objectors present at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Greg Crowe (gcrowe@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. ____________

ORDINANCE GRANTING A CONDITIONAL USE PERMIT (CUP) TO ALLOW FOR A DAY CARE HOME, LARGE IN AN EXISTING RESIDENCE ZONED R-3 SINGLE-FAMILY RESIDENCE DISTRICT.
– <u>2220 NORTH LONGWOOD DRIVE</u> –

WHEREAS, on the 3rd day of December 2020, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of CARISA LAMB for a Conditional Use Permit under the provisions of Section VII.B.2 of the Zoning Ordinance to allow for a Day Care Home, Large in an existing residence located in the City of Decatur, Illinois and legally described as follows:

> Lot Twenty-Eight (28) of Ravina Park Manor First Addition, as per Plat recorded in Book 1575, page 3 of the Records in the Recorder's Office of Macon County, Illinois.
>
> Permanent Tax ID: 04-12-04-305-043

WHEREAS, said Decatur City Plan Commission recommended that such Conditional Use Permit be approved.

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

Section 1. That the recommendation of the Decatur City Plan Commission be, and the same are hereby, received, placed on file and granted.

Section 2. That upon compliance with the conditions described herein, and in the site plan attached hereto and hereby made a part hereof as Exhibit A, said herein that a Conditional Use Permit be, and it is hereby, granted to CARISA LAMB as the petitioner, and only to allow for a

Day Care Home, Large in an existing residence, proposed to be consolidated with another single-family residence zoned R-3 Single-Family Residence District.

1. That the proposed operation will not be allowed to exceed the maximum number of children allowed by the State of Illinois.
2. The hours of operation will be Monday through Friday 6:00 a.m. to 6:00 p.m.
3. That the proposed operation be in compliance with applicable provisions of the City's adopted Building Codes, including obtaining a building permit to perform any proposed or required improvements to the existing dwelling.
4. That the proposed daycare be appropriately licensed by the State of Illinois at all times. The petitioner shall supply the City with a copy of the daycare license.

Section 3. That said Conditional Use Permit granted hereby, be, and it is hereby, made subject to the applicable provisions and requirements of Ordinance No. 3512, as amended, the same being the Zoning Ordinance of the City of Decatur, Illinois, and that the Zoning Map of said City be amended to show the granting and existence of this Conditional Use Permit.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of January 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

A= loading + unloading of children

B= Play areas for kids

B1 = Play area once fencing is complete

X = fencing.

City of Decatur, Illinois

PETITION FOR REZONING

Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois

Economic and Urban Development Department
One Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

424-2793
FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	Carisa Lamb				
Address	2220 N Longwood				
City	Decatur	State	Illinois	Zip	62521
Telephone	2174125867	Fax		E-mail	
Property Owner					
Address					
City		State		Zip	
Telephone		Fax		E-mail	
Representative					
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION	
Street Address	2220 N Longwood
Legal Description	Ravina Park Manor 1st ADD Lot 28 04BK3527/960 IRREG 96BK2657/960 03BK3286/335
Present Zoning	☐ R-1 ☐ R-2 ☑ R-3 ☐ R-5 ☐ R-6 ☐ B-1 ☐ B-2 ☐ B-3 ☐ B-4 ☐ O-1 ☐ M-1 ☐ M-2 ☐ M-3 ☐ PMR-1 Is this property a Planned Unit Development? ☐ YES Approval Date: ________ ☑ NO
Please list all improvements on the site:	
Size of Tract	8,333 ☑ SF ☐ AC

SECTION THREE: REQUESTED ACTION	
Rezone Property To:	☐ R-1 ☐ R-2 ☐ R-3 ☐ R-5 ☐ R-6 ☐ B-1 ☐ B-2 ☐ B-3 ☐ B-4 ☐ O-1 ☐ M-1 ☐ M-2 ☐ M-3 ☐ PMR-1 Will this property be a Planned Unit Development? ☐ YES ☑ NO
Other:	Conditional use for home daycare

Page 1 of 2

Section Three Continued	
Purpose	*Please state the purpose of the proposed rezoning.*
Conditional use for home day care	

SECTION FOUR: JUSTIFICATION

The petitioner submits to the City Plan Commission and City Council the following facts (addit ional pages may be attached):

There is a need for home day care services for working parents. I have the room, required certifications and training to provide for and meet those needs. I have 2 staff members: 1 full time and 1 part time.

SECTION FIVE: CERTIFICATION

	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.		
Petitioner's Signature	X Larisa Lamb	**Date**	X 11-4-2020

NOTES:

1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.
2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council.
3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal.
4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

STAFF REPORT
Decatur City Plan Commission

Hearing Date	December 3, 2020
Case No.	20-43
Property Location	2220 North Longwood Drive
Request	Conditional Use Permit (CUP) in the R-3 Single-Family Residence District to allow for a Day Care Home, Large in an existing residence
Petitioner	Carisa Lamb
Representative	

BACKGROUND

The subject site is located at 2220 North Longwood Drive and is currently zoned R-3 Single-Family Residence District. It is approximately 8,333 square feet (0.19 acres) and is currently developed as a single-family residence.

Surrounding Land Use and Zoning

Direction	*Existing Land Use*	*Zoning*	*Comprehensive Plan*
Subject Property	Single-Family Residence	R-3	Residential-Low Density
North	Single-Family Residence	R-3	Residential-Low Density
South	Single-Family Residence	R-3	Residential-Low Density
East	Single-Family Residence	R-3	Residential-Low Density
West	Single-Family Residence	R-3	Residential-Low Density

PROJECT DESCRIPTION

The subject petition requests a conditional use permit to allow the operation of a large home daycare. The daycare would accommodate the maximum number of children allowed by the State of Illinois. A large home daycare located in the R-3 District requires a Conditional Use Permit.

The petitioner has enough parking in the driveway to accommodate two vehicles to drop off and pick up children, there is also on street parking that would allow for drop off and pick up of children from the proposed home daycare along Longwood Drive. There is adequate room for the children to play in the side and rear yard once fencing is complete. The hours of operation will be from 6:00 a.m. to 6:00 p.m.

STAFF ANALYSIS

According to Section XXII.A.3. there are three standards which must be met in order to grant a Conditional Use Permit. The first standard requires that the use be “necessary for the public convenience at the location.” The proposed Large Day Care Home requires a Conditional Use Permit (CUP) within the R-3 District. The surrounding uses are single-family residences to the north, south, east and west. In keeping with the Comprehensive Plan, the recommended use for the subject site and area is residential use with low density is also compatible with the Large Day Care Home. However, the Future Land Use: Planning District 6, which includes the subject site does not identify any specific strategy for this area. It serves the daycare needs of families in the area.

The second standard is "designed, located, and proposed to be operated that the public health, safety and welfare will be protected." The subject property is located on an arterial street with easy accessibility. The proposed use will also meet the second standard since there are two employees (one (1) full time and one (1) part time) to help care for these children. At this time, the petitioner has not obtained a State License but is planning to in the near future. This daycare is located and designed to be operated in a manner in which the public health, safety and welfare will be protected.

The third standard is the proposed "will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.". The daycare use will be required to meet all applicable City building and Fire codes, as well as all requirements imposed by the State in the issuance of a home day care license. The petitioner also plans on constructing a fence (in December) on the east side of the property (Area B-1) in order to protect and allow the children to have more outdoor activities.

STAFF RECOMMENDATION

1. Staff recommends approval of the conditional use permit as submitted with the following conditions:
   a. That the proposed operation will not be allowed to exceed the maximum number of children allowed by the State of Illinois.
   b. The hours of operation will be Monday through Friday 6:00 a.m. to 6:00 p.m.
   c. That the proposed operation be in compliance with applicable provisions of the City's adopted Building Codes, including obtaining a building permit to perform any proposed or required improvements to the existing dwelling.
   d. That the proposed daycare be appropriately licensed by the State of Illinois at all times. The petitioner shall supply the City with a copy of the daycare license.

PLAN COMMISSION ACTION

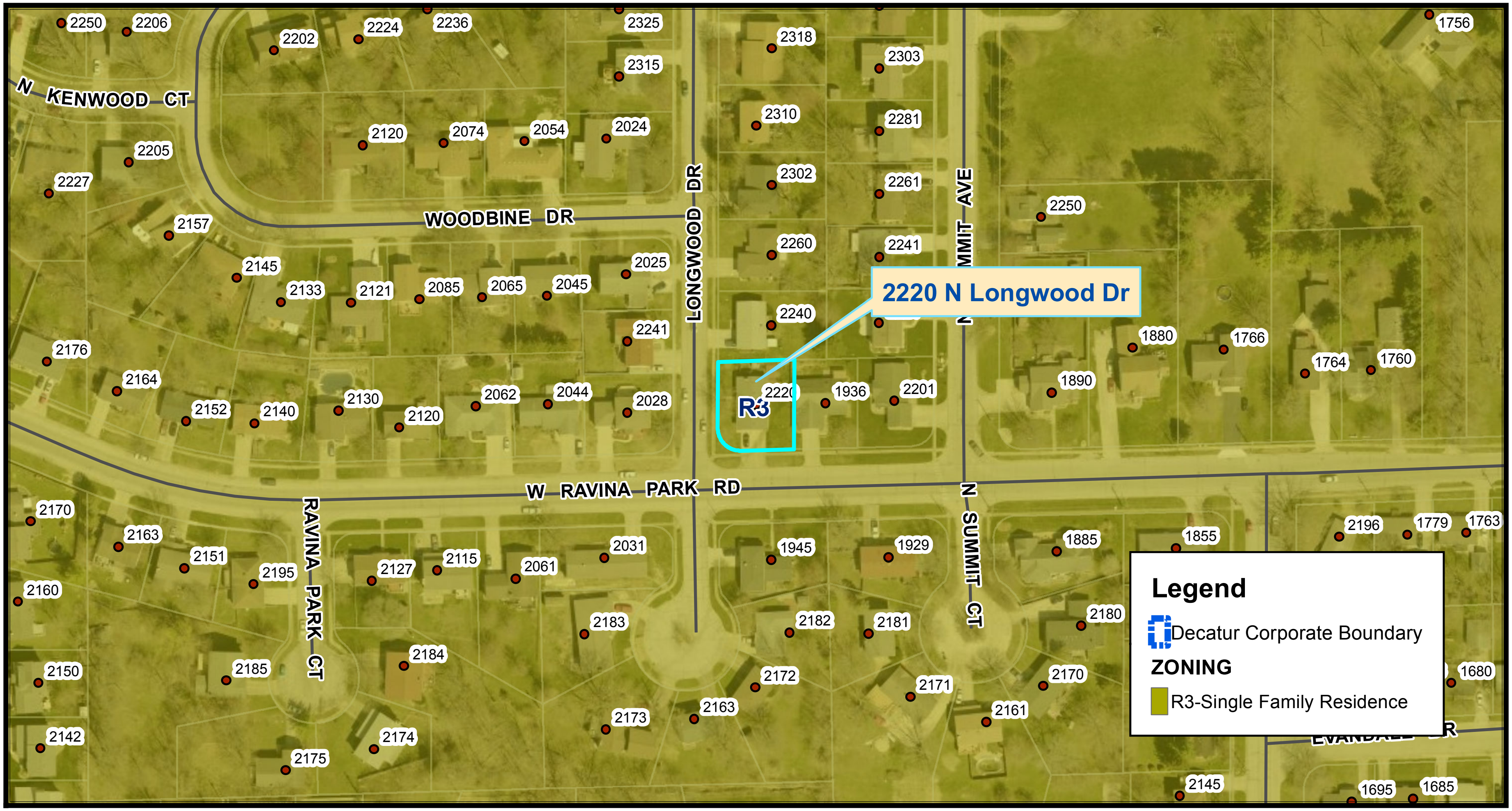
Section XXII.A.2. requires the Plan Commission to hold a public hearing on a Conditional Use Permit request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Case 20-43 to City Council by the Plan Commission with a recommendation is warranted.

This report constitutes the testimony and recommendation of the Planning and Development Division, Community Development Department, City of Decatur.

Joselyn Stewart
Planner

ATTACHMENTS

Decatur City Plan Commission
2220 North Longwood Drive



Case No: 20-43

Date: December 3, 2020

Petition of: Carisa Lamb

Requested Action: Conditional Use Permit - Day Care Home, Large in R-3 District

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Excerpts from Plan Commission Meeting of December 3, 2020:

Case No. 20-43 Petition of CARISA LAMB for a Conditional Use Permit in the R-3 Single-Family Residence District to allow for a Day Care Home, Large in an existing residence located at 2220 NORTH LONGWOOD DRIVE. The property is zoned R-3 Single-Family Residence District.

It was moved and seconded (Peoples/Frantz) to forward Case No. 20-43 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 conditions:
a. That the proposed operation will not be allowed to exceed the maximum number of children allowed by the State of Illinois.
b. The hours of operation will be Monday through Friday 6:00 a.m. to 6:00 p.m.
c. That the proposed operation be in compliance with applicable provisions of the City's adopted Building Codes, including obtaining a building permit to perform any proposed or required improvements to the existing dwelling.
d. That the proposed daycare be appropriately licensed by the State of Illinois at all times. The petitioner shall supply the City with a copy of the daycare license.

Ms. Carisa Lamb, petitioner, was sworn in by Mrs. Poland.

Ms. Lamb stated she has three (3) children of her own and would like to have a home day care which requires a Conditional Use Permit.

Discussion amongst the Plan Commission members, the petitioner and City Staff followed Mr. Crowe's presentation including the certifications Ms. Lamb presently has and will have to obtain.

There were no objectors present.

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

DATE: 1/4/2021

MEMO: No. 21-01

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Inter- governmental Grant Agreement – Illinois Department of Commerce and Economic Opportunity Local CURE's Economic Support Payments Grant.

SUMMARY RECOMMENDATION:
Staff recommends entering into an inter-governmental grant agreement with the State of Illinois Department of Commerce and Economic Opportunity DCEO) to administer a Local CURE's Economic Support Payments Grant Program (CURE-ES Program) in the amount of $1,190,000.

BACKGROUND:
The ES Program assists Local Governments that have provided or will provide financial assistance to businesses that have experienced significant disruption or temporary closure of their business attributable to the COVID-19 public health emergency. Financial assistance to qualified businesses for the cost of business interruption will be advanced by the City of Decatur in the form of grants directly to the business.

Funds for this grant requires rapid payments. As of now, all funds must be disbursed by January 30, 2021. Eligible Sub-awardees and expenses (incurred between March 2020 and December 31, 2020) for the purposes of this grant are as follow:

- Utility assistance to hotels/motels - $360,000
- Reimbursement of PPE supplies to local businesses - $300,000
- Outfitting of parklets (outdoor dining expenses) - $330,000
- Mortgage expenses for local businesses - $100,000
- Utility expenses for local businesses - $100,000

The City of Decatur received the grant agreement December 23, 2020 via email and because this is a rapid deployment of funds, Illinois Department of Commerce and Economic Opportunity asked us to return a signed agreement the following day (December 24, 2020).

Therefore, Mayor Moore-Wolfe has signed the agreement to ensure that the City of Decatur receive these competitive grant funds for our local businesses. Staff recommends the adoption of this resolution, which will be Council's ratification of the Mayor's action to accept this grant money.

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 Cordaryl M. Patrick, Director of Community Development, at 424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

RESOLUTION AUTHORIZING ACCEPTING AND APPROVAL OF GRANT AGREEMENT WITH ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO)

WHEREAS, the City of Decatur (the "Grantee") has been awarded a grant (the "Grant") from the Illinois Department of Commerce and Economic Opportunity (DCEO) (the "Grantor") program administrator of the Local CURE's Economic Support Payments Grant Program.

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

Section 1. That the allocation of the Department of Commerce and Economic Opportunity (DCEO) funds be, and the same are, hereby accepted, approved and placed on file.

Section 2. The Department of Commerce and Economic Opportunity (DCEO) has issued to the City of Decatur a grant from DCEO to the City of Decatur in an amount not to exceed One Million One Hundred Ninety thousand dollars ($1,190,000) and the City of Decatur will use the Grant funds solely and exclusively for eligible activities in connection with the program and for no other purpose;

Section 3. That the Mayor, Deputy City Manager and/or Director of Community Development, and the City Clerk be, are hereby recognized and directed to sign, seal and attest said Agreements and expenditures related to funds received from the "Grantor" on behalf of the City of Decatur.

Section 4. That the Grantee hereby ratifies, authorizes, confirms and approves all documents and instruments executed regarding the Grant and the Agreement, including those acts taken prior to the date hereof.

PRESENTED AND ADOPTED this January 4, 2021.

____

JULIE MOORE WOLFE, MAYOR

ATTEST:

____

CITY CLERK

INTER-GOVERNMENTAL GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
City of Decatur

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at **500 E Monroe St, Springfield, IL 62701**, and **City of Decatur** (Grantee), with its principal office at **1 Gary K Anderson Plaza**, **Decatur, IL 62523-1196**, and payment address (if different than principal office) at **N/A**, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. <u>DUNS Number; SAM Registration; Nature of Entity</u>. Under penalties of perjury, Grantee certifies that **075613000** is Grantee's correct DUNS Number, that N/A is Grantee's correct UEI, if applicable, that **376001308** is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. <u>Amount of Agreement</u>. Grant Funds shall not exceed **$1,190,000.00** of which **$1,190,000.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. <u>Identification Numbers</u>. If applicable, the Federal Award Identification Number (FAIN) is **_**, the federal awarding agency is **Department Of The Treasury**, and the Federal Award date is **03/01/2020**. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is **CURE/BIG** and Number is **21.019**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-2433. The State Award Identification Number is 2433-24455.

1.4. Term. This Agreement shall be effective on **07/01/2020** and shall expire on **01/31/2021**, unless terminated pursuant to this Agreement.

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

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

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: ______________________________
Signature of Erin B. Guthrie, Director

By: ______________________________
Signature of Designee

Date: ______________________

Printed Name: ______________________

Printed Title: ______________________
Designee

By: ______________________________
Signature of First Other Approver, if Applicable

Date: ______________________

Printed Name: ______________________

Printed Title: ______________________
Other Approver

By: ______________________________
Signature of Second Other Approver, if Applicable

Date: ______________________

Printed Name: ______________________

Printed Title: ______________________
Second Other Approver

____

CITY OF DECATUR

By: ______________________________
Signature of Authorized Representative

Date: ______________________

Printed Name: Julie Moore Wolfe

Printed Title: Mayor

Email: jmoore-wolfe@decaturil.gov

ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

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

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

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

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

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.40(c)(1)(A).

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

ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Consolidated Year-End Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"GOMB" means the Illinois Governor's Office of Management and Budget.

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

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

"SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee by SAM.

ARTICLE IV
PAYMENT

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

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

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. *See* 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

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

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

Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

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

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

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

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

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

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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

ARTICLE VI
BUDGET

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

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

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

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

ARTICLE VII
ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

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

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

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

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

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

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

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

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

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

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

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

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

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

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

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

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

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

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

7.7. Federal Requirements. All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

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

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

ARTICLE VIII
REQUIRED CERTIFICATIONS

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

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

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

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

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX
CRIMINAL DISCLOSURE

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

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

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

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

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

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

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

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

ARTICLE XI
LOBBYING

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

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

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

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

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

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. *See* 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

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

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. *See* 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

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

ARTICLE XV

AUDIT REQUIREMENTS

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

15.2. Consolidated Year-End Financial Reports.

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

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

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

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

(ii) If, during its fiscal year, Grantee expends less than $500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends $300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

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

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

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

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

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

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

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

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

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5. Effects of Suspension and Termination.

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

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

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

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

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII
NOTICE OF CHANGE

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

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

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

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

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

ARTICLE XIX
STRUCTURAL REORGANIZATION

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

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or $106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

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

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

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

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

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XXIV
INSURANCE

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

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

ARTICLE XXV
LAWSUITS

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

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence.

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

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

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

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to P.A. 101-636, 637; 14 Ill. Adm. Code 700.

The purpose of this authority is as follows:

To assist local governments in providing financial assistance to businesses that have experienced significant disruption or temporary closure of their businesses attributable to the COVID-19 public health emergency.

PROJECT DESCRIPTION:

Background

The Economic Support Payments Grants Program ("ES Program") is administered by Grantor through the Local Coronavirus Urgent Remediation Emergency Support Program ("Local CURE Program"). The Grantor, through the Local CURE Program, administers federal funds from the Coronavirus Relief Fund provided to the State of Illinois pursuant to section 5001 of the federal Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") by providing financial support to units of local government. The ES Program is authorized by Public Act 101-636, Public Act 101-637 and Title 14 Illinois Administrative Code Part 700 (14 Ill. Admin. Code Part 700) to reimburse Local Governments for economic support payments made to qualified businesses within their jurisdictions that have experienced interruption of business attributable to the COVID-19 public health emergency.

The ES Program will assist municipalities and counties (collectively, "Local Governments") that have provided or will provide financial assistance to businesses that have experienced significant disruption or temporary closure (a "business interruption") of their business attributable to the COVID-19 public health emergency. Financial assistance to qualified businesses for the cost of business interruption shall be advanced by the Local Government and may only be in the form of grants, expense reimbursements or subsidies. ES Program grantees must have established administrative procedures for the program, including application guidelines or procedures, agreements, certifications, and other accountability measures that may be imposed upon recipients of funds under the program to ensure only eligible businesses receive financial support.

STATEMENT OF WORK

The Grantee is a governmental entity providing services to the residents of the City of Decatur, Illinois in Macon County.

The City of Decatur has been negatively impacted by the COVID-19 Pandemic. The Grantee is in Region 6 and has a current positivity rate that is over 12% which means they have returned to Tier 3 mitigation protocols. Tier 3 mitigation for Region 6 requires the closure of indoor dining and bar service, reduced meeting sizes, and continued social distancing and use of Personal Protective Equipment (PPE). The Grantee recognize that these mitigation guidelines are necessary to protect their residents, however, certain businesses have been more negatively affected by the COVID-19 pandemic.

The Grantee proposes a project called "CoD Small Business Relief Project". This project will assist in closing the gaps that COVID-19 has created for local businesses. With positivity rates as high as 12%+, the Grantee will create a project with four programs in which sub-award/grant reimbursement assistance will be provided directly to local businesses.

First, the Grantee will provide sub-award/grant utility assistance to local hotels of up to $20,000.00. Second, the Grantee will provide parklet sub-award/grant reimbursements to local bars and restaurants. Third, the Grantee will provide PPE purchase sub-award/grant reimbursement to local bars and restaurants. Fourth, mortgage/rent and/or utility (gas, electric) sub-award/grant assistance will be provided to small businesses for bills incurred during the COVID-19 pandemic.

The Grantee will provide one-time utility sub-award/grants for local hotels. Hotels will be chosen by the following criteria:

- Must be within the Grantee's corporate city limits
- Must have documented loss of revenue due to the pandemic
- Must have been an incorporated business by December 31, 2019
- Must have a federal ID number. The Grantee estimates that approximately 18 hotels/motels may be eligible for this assistance. These are reimbursable expenses as outlined in Grantor's Local CURE webpage.

Due to the pandemic, citizens are traveling less, and in addition, large events like the Decatur Celebration, an annual event that brings in over 100,000 visitors, has been canceled. Hotels have also suffered large revenue losses from lack of events such as weddings, conferences, family reunions, and meetings, while still having to keep the lights and utilities on to maintain the buildings. For example, most hotels must continue to operate heating and air although there is minimal occupancy of the facilities.

Parklets, another part of the program designed for local businesses, have become increasingly popular during COVID-19 as a means for restaurants and bars to stay open while safely allowing our citizens to social distance. As colder weather approaches, parklets are not the haven they were during warmer weather. Many small businesses have suffered losses in revenue while seeing increased costs from creating safe and appealing parklets. Many small businesses have had to purchase awnings, outdoor seating and furniture, and other costs for creating parklets to keep their businesses from closing. As colder weather approaches, many businesses with parklets will also have to purchase outdoor heating to continue to operate. This will be a reimbursable program as outlined in Grantor's Local CURE webpage with a maximum/cap of $15,000 per business. All of the expenses outlined in the Grantee's program are costs directly related and in response to COVID-19. The Grantee will issue sub-awards/grants directly to businesses. Business owners will be required to provide proof of purchase of the outdoor items and if found eligible will be reimbursed.

The Grantee also plans to reimburse local businesses via sub-awards/grants for purchases made for Personal Protection Equipment (PPE). Many businesses have had increased costs due to the need to purchase extra PPE both for staff and patrons such as: gloves, masks, sanitizer, increased purchase of disinfectants, the hiring of local professional sanitization services, and the installation of shields on windows and at checkout/payment areas. Business owners will be required to provide proof of purchase of the items from March 2020 through December 30, 2020 and if found eligible will be reimbursed with up to $6,000.00.

Because many local restaurants and bars had to close their doors to indoor dining, and many did not have outdoor dining or the means or land to create a parklet, they were forced to offer carry-out and curbside dining only. Many local businesses have had to close their doors entirely, as curbside/carry-out options were not used enough to cover their overhead costs. The fourth part of Grantee's program be one-time sub-awards/grants up to $5,000.00 to local businesses for mortgage and utility payments incurred from March 2020-December 2020.

The Parklet Program will assist businesses in the bar and restaurant industry who have an existing parklet. The PPE Reimbursement Program will assist small who have had increased costs due to the purchase and installation of Personal Protective Equipment. The Local Business Mortgage and Utility Relief program will provide one-time sub-awards/grants for mortgage and utility payments up to $5,000.00. The Grantee will perform due diligence when vetting businesses to participate in the proposed reimbursable programs. All funds will be issued as sub-awardsgGrants directly to businesses. Local funds will be made available to assist businesses. The Grantee will use the System for Awards Management site (www.sam.gov) to confirm businesses eligibility as well as ensure businesses are not on the excluded parties list. Businesses must provide proof of loss of income due to COVID-19.

Grantee staff will be diligent in the request, use, and storage of these documents of client files.
Once approved for funding, the Grantee will market the program. The Grantee has a list of local hotels/motels so they can be easily contacted. The Grantee also has an internal list of bars/restaurants with parklets.
Because these are urgent need items for the local businesses, the Grantee will do a release to all media outlets as well as releases to the Greater Decatur Black Chamber of Commerce, the Metro Decatur Chamber of Commerce and the Decatur Regional Chamber of Commerce. The Grantee will take these programs to City Council on the next assigned date so that they may move forward with funding decisions. The Grantee will encourage all “micro-enterprises” and small businesses who have been affected by the COVID19 Pandemic to apply for their reimbursable expenses.
Project Timeline:

- 12/21/2020 Media release/Staff begins to qualify local businesses
- 12/28/2020 Staff continues to process and approve
- 1/8/2021 Funding decisions for small businesses completed
- 1/31/2021 All payments will be disbursed

The Grant Funds will benefit the public by addressing the challenges for businesses in the City of Decatur due to COVID-19. These challenges call for creative and caring solutions. The Grantee wants its small, local businesses to know that it cares about their safety and livelihood, thus the program “CoD Small Business Relief Project”.

ADMINISTRATIVE REQUIREMENTS

Funding Restrictions
All financial assistance provided through the ES Program must be reimbursable by the federal Coronavirus Relief Fund in accordance with Section 5001 of the federal CARES Act, any related federal guidance, including, but not limited to, from the U.S. Department of the Treasury, and the Local CURE Program as authorized by Public Acts 101-636, 101-637 and the Local CURE Program Administrative Rules (14 Ill. Admin. Code Part 700).

The ES Program is providing Grant Funds to Grantee on a reimbursement basis only. Grantee may only be reimbursed for costs incurred by the qualifying businesses for the period March 1, 2020 through December 30, 2020. Grantee is permitted to provide financial support payments to business participants after December 30, 2020 through the end of the Award Term. However, Grantee will need to provide support to Grantor documenting that the business participants' costs were incurred by December 30, 2020 or the reimbursement request submitted by Grantee will be disallowed.

Funds provided to business participants by Grantee for the cost of business interruption shall be advanced by the Grantee from a source other than direct federal funds or federal pass-through funds. Grantor will then reimburse Grantee through this Award for financial support Grantee provided to businesses. Grantee cannot use amounts received by Grantee from an allotment provided by 14 Ill. Admin. Code 700.80(a) of Local CURE Program to fund the economic support payments component of the ES Program.

The Local CURE Program funds are unavailable to Local Governments, or portions thereof, located in the five counties that received a direct CARES Act allotment from the federal government--Cook, Lake, Will, Kane and DuPage. Grantee may not provide financial support to businesses that are located within one of these five counties.

Pursuant to 14 Ill. Admin. Code 700.60(b)(4)(I), administrative costs are not allowed under the ES Program. However, with proper documentation administrative costs of this grant opportunity may be charged to Local CURE Program allotments received by Grantee from 14 Ill. Admin. Code 700.80(a).

Eligible Incurred Expenditures
Eligible incurred expenses by Grantee for the ES Program must meet the restrictions on the use of Local CURE Program funds (*see* 14 Ill. Admin. Code 700.50) and reimburse the cost of business interruption. 14 Ill. Admin. Code 700.50 provides that Local CURE Program funds may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;

2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the Local Government; and

3. Were incurred during the period that begins on March 1, 2020 and ends December 30, 2020.

Ineligible Expenditures
The following expenditures are not permitted and any financial support provided by Grantee under this Award for these expenditures will be disallowed:

- expenses that have been or will be reimbursed under any State, local, or federal program, such as expenses or losses that were reimbursed by a loan forgiven under the CARES Act's Paycheck Protection Program;

- damages covered by insurance;

- expenditures prohibited by section 5001(b) of the CARES Act;

- reimbursement to donors for donated items or services;

- workforce bonuses other than hazard pay or overtime;

- severance pay;

- legal settlements;

- indirect costs and direct administrative costs of the Local Government; and

- any other expense not reasonably incurred due to the COVID-19 emergency.

Pre-Award Costs
Pre-award costs are permitted from March 1, 2020 to the start date of this Award Term. Pre-award costs may not exceed the total Award amount.

Business Participant Restrictions
Business Types Excluded from Financial Support under the ES Program
Grantee may not provide financial support through this Award to the types of businesses listed below. If Grantee does provide support to a type of entity on this list, the amount of financial support provided would be disallowed:

- a private club or business that limits membership for reasons other than capacity;

- a government-owned business entity (except for businesses owned or controlled by a Native American tribe);

- a business that derives at least 33% of its gross annual revenue from legal gambling activities, unless, subject to the Grantor's approval, the business is a restaurant with gaming terminals;

- a business engaged in pyramid sales, in which a participant's primary incentive is based on the sales made by an ever-increasing number of participants; and

- payday lenders.

<u>Ineligible Businesses</u>
A business shall be ineligible to receive financial support through this Award, and thus, the financial support provided to such entity will be disallowed if the business:

- is delinquent on payment of any State of Illinois tax obligation;

- is engaged in a business that is unlawful under Illinois or federal law;

- has already received assistance, or notice of award of assistance, under the BIG Program; (*list of businesses can be accessed at: https://www2.illinois.gov/dceo/SmallBizAssistance/Pages/C19DisadvantagedBusGrants.aspx*)

- is on the federal System for Award Management excluded parties list; or

- does not meet any other eligibility criteria established in a financial assistance application.

Business Certifications and Compliance
Grantee must receive a certification signed by each business participant for funding distributed through this Award, executed as part of the application for or receipt of financial assistance, attesting that the business participant:

A) is eligible for the ES Program as defined in 14 Ill. Admin. Code 700.60(b) and this Agreement, which includes attesting that the business is a for-profit enterprise or non-profit organization lawfully conducting business in Illinois and that the business incurred a "cost of business interruption" as defined in this Agreement and in 14 Ill. Admin. Code 700.20; and

B) will comply with all programmatic requirements, including, but not limited to, the Local CURE Program, the related administrative rules at 14 Ill. Admin. Code Part 700, the CARES Act, and the CARES Act U.S. Department of the Treasury guidance.

Grantee will be required to submit to Grantor with its reimbursement requests all related certifications from participating businesses.

Grantee's due diligence procedures should include verifying that all business participants are eligible to receive support through the ES Program, including that they are for-profit or non-profit organizations that are lawfully conducting business in Illinois. Grantee also should obtain and keep with its ES Program records proof of business participants' "cost of business interruption."

REPAYMENT OBLIGATION
Grantee will be responsible for the repayment to the Grantor of any costs for funding issued to businesses that are found, by the federal government, the Grantor, or any other State agency:

A) to be ineligible under the Economic Support Payments Grant Program; or
B) to have misspent funds.

The Grantor reserves the right to seek a refund from the Grantee if it finds the Grantee made a false or fraudulent claim for funds or the funds were spent on ineligible expenses. The Grantor also may seek a refund from Grantee if the federal government, the Grantor, or other State agency finds that the Grantee did not properly spend the funds, was reimbursed for ineligible costs, or received reimbursement under the ES Program for costs that were reimbursed through another federal or State program.

DEFINITIONS OF TERMS USED IN THIS AGREEMENT
The following definitions are applicable to the ES Program and this Award:

"Business" means a for-profit enterprise or non-profit organization lawfully conducting business in Illinois. This term does not include any business that is prohibited from receiving funds under section 5001(b) of the CARES Act.

"Business Interruption Grant Program" or "BIG Program" means the financial assistance program funding opportunities administered by the Department and implemented in 14 Ill. Admin. Code Part 690. (See 20 ILCS 605/605-1050.)

"Business participant" means the business that receives financial assistance under the ES Program.
"Cost of business interruption" means the following costs incurred between March 1, 2020 and December 30, 2020:

- decreases in revenue caused by closing or limiting access to the business establishment to comply with COVID-19 prevention directives or to otherwise prevent the spread of COVID-19 within the business establishment;

- decreases in revenue caused by decreased customer demand as a result of the COVID-19 emergency; or

- other revenue reductions approved for reimbursement from the Coronavirus Relief Fund by the U.S. Department of the Treasury.

"COVID-19" means the novel coronavirus disease deemed COVID-19 by the World Health Organization on February 11, 2020.

"Incurred" in relation to costs or expenses means expenditures by the Local Government associated with economic support in connection with the COVID-19 public health emergency. In reference to businesses, “incurred” means the cost of business interruption due to the COVID-19 public health emergency.

"Non-profit organization" means an organization that is registered as a non-profit corporation with the Illinois Secretary of State.

"Qualifying business" means a business or organization that experienced or is experiencing business interruption due to the COVID-19 public health emergency and for which provision of financial assistance under the ES Program is eligible for reimbursement as prescribed by section 601(a) of the Social Security Act (42 USC) as added by section 5001 of the CARES Act, or other federal legislation addressing the COVID-19 emergency. A qualifying business includes self-employed individuals and independent contractors.

EXHIBIT B

DELIVERABLES OR MILESTONES

The Grantee will provide the following to Grantor with its monthly reports as set forth in Article XL, herein:

- A description of the progress of each of the tasks and timelines set forth on Exhibit A, herein.
- A description of all outreach efforts to businesses during the month.
- A list of applicants for the ES Program for the month being reported, identifying the type, address and county of the businesses.
- A complete list of the business participants selected to receive financial support, as well as the associated financial support amounts and the type of support (grant, subsidy, expense reimbursement). The list should include the type, address and county location of the business participants.
- The types of business participant categories Grantee will be asked to report on include the following:
    - Event venues
    - Music venues
    - Performing Arts Venues
    - Indoor Recreation
    - Amusement Park
    - Movie Theater
    - Museum
    - Charter/Shuttle Bus
    - Independently-owned retail
    - Restaurant, bar, or tavern
    - Fitness center
    - Tourism- and travel-related activities
    - Support services for arts and events
- The basis for not selecting the business applicants denied financial support.
- Copies of each executed certification or application or agreement containing a certification between the Grantee and the business participants for which the Grantee is seeking reimbursement.
- Proof of payment to the business participants.
- A ledger outlining the details claimed by the business participants as the "cost of business interruption." The Grantor will provide the ledger template to the Grantee.
- For financial support payments made by Grantee to business participants after December 30, 2020, Grantee shall provide to Grantor with its request for reimbursement support documenting that the business participants' costs were incurred by December 30, 2020.

EXHIBIT C

PAYMENT

Grantee shall receive $1,190,000.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

Pre-Award Costs

Reimbursement of costs incurred prior to the start of the Award Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (**Exhibit A**), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (**Exhibit A**), any costs incurred prior to the Award Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the Project Description (**Exhibit A**) and Deliverables or Milestones (**Exhibit B**). Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

The Grantee acknowledges and agrees that its address set forth below is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Grantor is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address.

GRANTOR CONTACT

Name:	Scott Ladendorf
Title:	Grant Manager
Address:	500 E Monroe St Springfield, IL 62701
Phone:	217-785-9997
TTY#:	(800) 785-6055
Fax#:	N/A
Email Address:	Scott.Ladendorf@Illinois.gov

GRANTEE CONTACT

Name:	Richelle Irons
Title:	Neighborhood Services Manager
Address:	1 Gary K Anderson Plaza Decatur, IL 62523-1196
Phone:	217-424-2864
TTY#:	N/A
Fax#:	
Email Address:	rirons@decaturil.gov
Additional Information:	

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee: ______________________
Authorized Designee Title: ______________________
Authorized Designee Phone: ______________________
Authorized Designee Email: ______________________

Authorized Designee Signature: ______________________

Authorized Signatory Approval: ______________________

Authorized Designee: ______________________
Authorized Designee Title: ______________________
Authorized Designee Phone: ______________________
Authorized Designee Email: ______________________

Authorized Designee Signature: ______________________

Authorized Signatory Approval: ______________________

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Kenneth Allen
Email: Kenneth.Allen@illinois.gov
Phone: 217-785-6435
Fax#: N/A

Address: 500 E Monroe St
Springfield, IL 62701

EXHIBIT E

PERFORMANCE MEASURES

Grantee shall provide financial support to the approximate number of business organizations in the categories of support listed below and for the approximate amount of support listed, as applicable to Grantee's economic support program:

DESCRIPTION	APPROXIMATE NUMBER of BUSINESS PARTICIPANTS	AMOUNT OF FINANCIAL SUPPORT PROVIDED
Number of business participants supported for operating expenses	58	$560,000
Number of businesses participants supported for PPE supplies purchases	50	$300,000
Number of business participants supported for changing services to accommodate public health or social distancing measures	22	$330,000
Number of business participants supported in other ways not listed above		$
Total number of business participants supported	130	$1,190,000

EXHIBIT F

PERFORMANCE STANDARDS

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Agreement Term.

EXHIBIT G

SPECIFIC CONDITIONS

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

Specific Conditions.

The results of Grantee's Internal Controls Questionnaire indicate that the following conditions apply to this Award pursuant to 2 CFR 200.207:

ICQ Section:	03-Financial and Regulatory Reporting (2 CFR 200.327)
Conditions:	Requires more detailed reporting;
Timeframe:	One year.
ICQ Section:	06 - Audit (2 CFR 200.500)
Conditions:	Requires desk review of the status of implementation of corrective actions;
Timeframe:	When corrective action is complete.
ICQ Section:	11 - Fraud, Waste and Abuse
Conditions:	Requires technical assistance including required training;
Timeframe:	One year after implementation of corrective action.

The results of Grantee's Programmatic Risk Assessment Questionnaire indicate that the following conditions apply to this Award pursuant to 2 CFR 200.207:

PRAQ Section:	02b - History of Performance, External:
Conditions:	Grantee must report performance data for the sub-grantee/sub-recipient/sub-award plus, report on sub-grantee/subrecipient/sub-award project monitoring.
Timeframe:	Agency re-examines in 6 months;

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

ARTICLE XXVII
AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or **Exhibit D**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit D**. Without such notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit D**. If an Authorized Designee(s) appears on **Exhibit D**, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

28.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXIX
ADDITIONAL MONTORING PROVISIONS

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to Article XII, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement shall not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in Article XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

32.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to Article XVI herein and any applicable rules.

ARTICLE XXXIII
ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

33.1. <u>Remedies for Non-Compliance</u>. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

33.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq*. (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

33.5. Billing Schedule. In accordance with paragraph 4.7, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.7.

ARTICLE XXXIV
ADDITIONAL MODIFICATION PROVISIONS

34.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A**, **B** and **E**).

34.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A**, **B** and **E**) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Award or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

ARTICLE XXXV
ADDITIONAL CONFLICT OF INTEREST PROVISIONS

35.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

35.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

ARTICLE XXXVI
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

36.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

ARTICLE XXXVII
APPLICABLE STATUTES

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

37.3. Historic Preservation Act (20 ILCS 3420/1 *et seq.*). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 *et seq.*). If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.5. Equal Pay Act of 2003 (820 ILCS 112 *et seq.*). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.6. Steel Products Procurement Act (30 ILCS 565 *et seq.*). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 *et seq.*).

37.7. Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award Activities to be performed under this Agreement.

37.8. Identity Protection Act (5 ILCS/179 *et seq.*) and Personal Information Protection Act (815 ILCS 530 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information.

Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award Activities, the Grantee shall maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) Personal Information Defined. As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) Protection of Personal Information. The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award Activities and (i) not use any Personal Information for any purpose outside the scope of the Award Activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

(c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. Such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this paragraph 37.8, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

38.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. Compliance With Applicable Law. The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

39.2. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

39.4. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

PART THREE – THE PROJECT-SPECIFIC TERMS

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

ARTICLE XL
REPORT DELIVERABLE SCHEDULE

40.1. External Audit Reports. External Audit Reports may be required. Refer to Article XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

February 2021

• Monthly Periodic Financial Report (02/01/2021) - Covering Period of 07/01/2020 - 12/31/2020; Send To: Grant Manager
• Monthly Periodic Performance Report (02/01/2021) - Covering Period of 07/01/2020 - 12/31/2020; Send To: Grant Manager

March 2021

• Monthly Periodic Financial Report (03/02/2021) - Covering Period of 01/01/2021 - 01/31/2021; Send To: Grant Manager
• Monthly Periodic Performance Report (03/02/2021) - Covering Period of 01/01/2021 - 01/31/2021; Send To: Grant Manager

April 2021

• End of grant Closeout Financial Report (04/01/2021) - Covering Period of 07/01/2020 - 01/31/2021; Send To: Grant Manager
• End of grant Closeout Performance Report (04/01/2021) - Covering Period of 07/01/2020 - 01/31/2021; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Compliance with Applicable Laws. The terms and conditions of this Agreement are consistent with the requirements of the Local CURE Program, including the administrative rules, the CARES Act and the guidance issued by the U.S. Department of the Treasury. If any of the relevant State or federal statutes, rules and guidance are amended in a manner that mandates a change to the terms of this Agreement, the Grantor will initiate an amendment of the Agreement to be compliant with the required statutes, rules and guidance.

41.2. Reimbursement Requests. Grantee is required to submit its Periodic Performance Report (PPR) and Periodic Financial Report (PFR) on a monthly basis as set forth in Article XL. Grantee may only request reimbursements under this Award at the time it submits its monthly reports. Grantor's preference is for Grantee to limit its requests for reimbursement to one or two in total during the course of the Award Term.

41.3. Monitoring. Grantee is subject to fiscal and programmatic monitoring visits by the Grantor in accordance with 2 CFR 200.336. Grantor must have an open-door policy allowing periodic visits by Grantor monitors to evaluate the progress of the project and provide documentation upon request of the monitor. Program staff will also contact business participants and monitor progress and performance of the Agreement. The Grantor reserves the right to modify the Agreement based on performance.

41.4. Records Retention. The CARES Act guidance issued by the U.S. Department of the Treasury requires a longer records retention period than is required by paragraph 12.1 of this Agreement. Therefore, the Grantee is required to maintain, for five (5) years from the date of submission of the final request for reimbursement, adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to the ES Program. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken. Business participants in the ES Program shall maintain all records related to the program until at least March 31, 2026, unless a longer retention period is set forth in any financial assistance agreement or certification, or until after the conclusion of all litigation, claims or audit exceptions involving the records have been resolved and final action taken, whichever is latest. Grantee is responsible for ensuring business participants adhere to these records retention requirements.

SUBJECT: Resolution Adopting the FY2020-24 Consolidated Plan Including FY2020 Action Plan

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution Adopting Plan	Resolution Letter

COMMUNITY DEVELOPMENT MEMORANDUM
No. 21-02

January 4, 2021

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Adoption of the FY20-24 Consolidated Plan and FY20 Annual Action Plan for CDBG and HOME Funds

RECOMMENDATION: Staff recommends adoption of the FY20-24 Consolidated Plan which includes the FY20 Annual Action Plan for CDBG and HOME funds. The U. S. Department of Housing and Urban Development reviewed and approved the City's FY20 Annual Action Plan. This year's allocation includes $1,417,995 in Community Development Block Grant funds and $431,353 in HOME Investment Partnership funds.

BACKGROUND: In accordance with the guidelines set forth by the U. S. Department of Housing and Urban Development (HUD), the Neighborhood Services Division develops a five-year Consolidated Plan. As part of the Consolidated Plan a one-year action plan is produced. The Annual Action Plan describes funding allocations for fiscal year 2020 along with strategic implementation of the priorities identified in the City's Consolidated Plan (see attached). The City Council reviewed and approved the CDBG and HOME funds during the adoption of the FY21 budget.

The FY20 Annual Action Plan is available for public review in three locations: Decatur Public Library, Decatur Housing Authority Administrative Office, and the Community Development Department. The final approved plan is available for review on the City's website here https://www.decaturil.gov/wp-content/uploads/2020/12/CP-2020-2024-document.pdf

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: Comments and information were secured through public meetings and input from residents and community organizations.

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

BUDGET/TIME IMPLICATIONS: None

<u>RESOLUTION ADOPTING THE FY2020-2024 CONSOLIDATED PLAN INCLUDING THE FY2020 ACTION PLAN</u>

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

WHEREAS, in order to receive HUD monies, HUD requires the adoption of our 2020-2024 Consolidated Plan and Annual Action Plan and;

WHEREAS, the Mayor and City Council agree adopting these plans are in the best interests of the City of Decatur.

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

Section 1. That the FY2020-2024 Consolidated Plan and the FY2020 Annual Action Plan be, and the same are, hereby approved, adopted and placed on file.

Section 2. That the Mayor, City Manager and the City Clerk be, are hereby authorized to execute any documents necessary related to adoption of these plans.

PRESENTED AND ADOPTED this January 4, 2021.

____

JULIE MOORE WOLFE, MAYOR

ATTEST:

____

CITY CLERK

SUBJECT: Resolution Authorizing Agreements with U.S. Department of Housing and Urban Development (HUD) for CDBG & HOME FY2020 Grant Funds

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution Authorizing Agreements	Resolution Letter
Action Plan	Backup Material
Agreements	Exhibit

COMMUNITY DEVELOPMENT MEMORANDUM
No. 21-03

January 4, 2021

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Agreements with U.S. Department of Housing and Urban Development (HUD) For CDBG & Home FY2020 Grant Funds

RECOMMENDATION: Staff recommends authorization of HUD's grant agreements for FY2020. This year's allocation includes $1,417,995 in Community Development Block Grant funds and $431,353 in HOME Investment Partnership funds.

BACKGROUND: In accordance with the guidelines set forth by the U. S. Department of Housing and Urban Development (HUD), the Neighborhood Services Division develops a five-year Consolidated Plan. As part of the Consolidated Plan a one-year action plan is produced. The Annual Action Plan describes funding allocations for fiscal year 2020 along with strategic implementation of the priorities identified in the City's Consolidated Plan (see attached). The City Council reviewed and approved the CDBG and HOME funds during the adoption of the FY21 budget.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: Comments and information were secured through public meetings and input from residents and community organizations.

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

BUDGET/TIME IMPLICATIONS: $1,849,348.00. This amount was anticipated and included in the recently adopted 2021 City Council budget.

RESOLUTION AUTHORIZING AGREEMENTS WITH U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR CDBG & HOME FY2020 GRANT FUNDS

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

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

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

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

Section 1. That the Mayor, City Manager, City Clerk or their designees, are hereby authorized to execute these grant agreements and any documents necessary receive the monies under these agreements

Section 2. That the Community Development Director and/or the Neighborhood Services Manager, and the City Clerk be authorized to sign agreements, environmental reviews, and other documents necessary to receive funds related to these agreements.

PRESENTED AND ADOPTED this January 4, 2021.

____

JULIE MOORE WOLFE, MAYOR

ATTEST:

____

CITY CLERK

FY2020-21 ANNUAL ACTION PLAN
CDBG & HOME PROGRAM ALLOCATIONS

Below is a summary of the FY 2010-21 federal fund allocation based on a CDBG grant of $1,417,995.

Grantee (G), Sub recipients (SR)		**Allocation**
G	General Administration/Indirect Costs	$283,640
G	Section 108 Loan Repayment	$213,167
G	Section 108 Interest Payment	$14,921
G	CDBG Residential Rehabilitation	$262,408
G	Emergency Program	$50,000
G	Housing Rehabilitation Project Costs	$126,259
G	Public Services	$45,000
G	Code Enforcement	$222,600
G	Demolitions	$200,000
Total		**$1,417,995**

Below is summary of the FY2020-21 federal fund allocation based on a HOME grant of $431,353.

Grantee (G), Sub recipients (SR)		**Allocation**
SR	CHDO Projects (15% minimum)	$64,703
SR	CHDO Operating	$20,000
G	Residential Rehabilitation	$53,507
G	HOME Program Administration	$43,143
G	Supportive Housing	$250,000
Total		**$431,353**

Funding Approval/Agreement

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

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

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

1. Name of Grantee (as shown in item 5 of Standard Form 424) Decatur	3a. Grantee's 9-digit Tax ID Number 376001308	3b. Grantee's 9-digit DUNS Number 075613000
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1 Civic Center Plaza Decatur, IL 62522-0000	4. Date use of funds may begin (mm/dd/yyyy)	
	5a. Project/Grant No. 1 B-20-MC-17-0008	6a. Amount Approved $1,417,995
	5b. Project/Grant No. 2	6b. Amount Approved

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

U.S. Department of Housing and Urban Development (By Name) Donald Kathan		Grantee Name (Contractual Organization) Decatur (City Of Decatur)	
Title CPD Director		Title	
Signature X	Date (mm/dd/yyyy)	Signature X	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action:
Entitlement, Sec 106(b)

8. Special Conditions (check one)
☐ None
☒ Attached

9a. Date HUD Received Submission (mm/dd/yyyy)
9b. Date Grantee Notified (mm/dd/yyyy)
9c. Date of Start of Program Year (05/01/2020)

10. check one
☐ a. Orig. Funding Approval
☒ b. Amendment
Amendment Number

11. Amount of Community Development Block Grant	FY (2020)	FY (2019)	
a. Funds Reserved for this Grantee	$1,418,145	$ 56	
b. Funds now being Approved	$1,417,939		
c. Reservation to be Cancelled (11a minus 11b)	-$ 206		

12a. Amount of Loan Guarantee Commitment now being Approved
N/A

Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12b. Name and complete Address of Public Agency
City Of Decatur
1 Civic Center Plaza
Decatur, IL 62522-0000

12c. Name of Authorized Official for Designated Public Agency

Title

Signature
X

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											

Y	Project Number	Amount

Y	Project Number	Amount

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

1. Participant Name and Address City Of Decatur 1 Civic Center Plaza Decatur, IL 62522-0000	2. Grant Number M20-MC170203	
	3a Tax Identification Number 376001308	3b. Unique Entity Identifier (formerly DUNS) 075613000
	4. Appropriation Number 860/30205	5. FY (yyyy) 2020

6. Previous Obligation (Enter "0" for initial FY allocation)		$0
a. Formula Funds	$431,353	
b. Community Housing Development Org. (CHDO) Competitive		
7. Current Transaction (+ or -)		$431,353
a. Formula Funds	$431,353	
1. CHDO (For deobligations only)	$	
2. Non- CHDO (For deobligations only)		
b. CHDO Competitive Reallocation or Deobligation	$	
8. Revised Obligation		
a. Formula Funds		
b. CHDO Competitive Reallocation	$	

9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached	10. **Date of Obligation (HUD Official's Date of Signature)** December 30, 2020
11. Indirect Cost Rate*	12. Period of Performance Date in Box #10 - 09/01/2028

Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base
__	__%	
__	__%	
__	__%	
__	__%	

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official)	14. Signature X	15. Date 12 /30/2020
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official)	17. Signature X	18. Date / /