



Monday, May 4, 2026
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

IV. Approval of Minutes

1. Approval of Minutes of April 20, 2026 City Council Meeting

V. Unfinished Business

VI. New Business

1. Ordinance Authorizing Amendment to TIF Redevelopment Agreement by and between the City of Decatur and Merchant Street South, LLC
2. Resolution Authorizing Payment under an Agreement for Technical Planning Services between the Decatur Urban Area Transportation Study (DUATS) and the Champaign County Regional Planning Commission
3. Resolution of the City of Decatur in Support of Municipal Housing Authority
4. City Manager Update
5. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent

Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

- A. Resolution Authorizing Action Regarding Unsafe Structures
- B. Resolution Authorizing the Renewal of the Interagency Agreement with the Illinois State Police and the Sheriff of McLean County, Illinois for the Illinois Trafficking Enforcement Group Task Force
- C. Resolution Authorizing Supplement #2 to the Local Public Agency Agreement for Federal Participation with AECOM Technical Services, Inc. Section 09-00933-01-BR
- D. Resolution Authorizing Lake Decatur Watershed Farmland Conservation Program Agreement for Waterway and Sediment Control Basin Improvements with Flatland Farms Craycroft LLC
- E. Resolution Amending Grant Agreement Between the State of Illinois, Illinois Environmental Protection Agency and the City of Decatur

VII. Other Business

VIII. Adjournment

CITY COUNCIL MINUTES
Monday, April 20, 2026

On Monday, April 20, 2026, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

Councilman McDaniel moved to allow Councilwoman Gregory to participate remotely through electronic attendance pursuant to Open Meetings Act, 5 ILCS 120/7(a), seconded by Councilman Horn.

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

City Manager Melissa Hon attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Proclamations and Recognitions.

Mayor Moore Wolfe recognized the MacArthur High School boys' and girls' basketball teams, along with their coaches, school administration, families and supporters, for their achievement in reaching sectionals. Mayor Moore Wolfe presented them with Stephen Decatur medallions.

Ms. Lori Kerans read a Proclamation proclaiming April 30th, 2026, "Millikin University Day" in honor of their 125th anniversary.

Mayor Moore Wolfe signed the proclamation.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Shemuel Sanders, Ayn Owens, Jennifer Ballinger, James Taylor, Bret Robertson, Michael Leoni and Gary Fyke.

Council members responded to citizens' comments.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of April 6, 2026, City Council meeting were presented. Councilman McDaniel moved the minutes be approved as written, seconded by Councilman Horn and on call

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

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

City Manager Hon presented the Treasurer's Financial Report.

R2026-82 Resolution Authorizing the Approval of an Agreement with I.A.F.F. Local 505, from January 1, 2025 through December 31, 2028, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilman Horn.

City Manager Hon provided an overview of the Resolution.

Council members expressed their gratitude to the men and women of the fire department.

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

City Manager Hon provided the City Manager Update thanking the Howard G. Buffett Foundation for their donation to local law enforcement. She also reminded residents to participate in the garbage and recycling survey and extended her thanks to the volunteers who helped place Christmas trees in the lake.

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through M. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. Councilman McDaniel requested to remove item D. and Councilman Horn requested to remove Items A. and F. The Clerk read Calendar Items B., C., E. and G. through M.:

R2026-83 Item B. Resolution Accepting the Sourcewell Contract of LDV Custom Specialty Vehicles for the Purchase of Rear Seating Upfits for Two (2) Transit Cargo Vans

R2026-84 Item C. Resolution Rescinding R2026-31 and Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Sutton Ford Inc. for the Upfit of Four (4) Police Vehicles

R2026-85 Item E. Resolution Authorizing a Professional Engineering Services Agreement with CDM Smith, Inc. to Provide Construction Services for the Galvanized Water Service Line Replacement, City Project 2025-20

R2026-86 Item G. Resolution Authorizing the Extension of Agreement with F&E Lawn and Janitorial Service for Weed Abatement

R2026-87 Item H. Resolution Authorizing the Extension of Agreement with Inherited Services LLC for Weed Abatement

R2026-88 Item I. Resolution Authorizing the Extension of Agreement with Jandi Services for Weed Abatement

R2026-89 Item J. Resolution Authorizing the Extension of Agreement with Ricky Wofford for Weed Abatement

R2026-90 Item K. Resolution Authorizing the Extension of Agreement with Roots Lawncare for Weed Abatement

R2026-91 Item L. Resolution Authorizing the Extension of Agreement with Taylor Made Landscaping for Weed Abatement

2026-19 Item M. Ordinance Adding Territory to Enterprise Zone and Approving the Amendment of the Enacting Ordinance and Intergovernmental Agreement for 1104 Clement Ave - Forsyth

Councilman McDaniel moved Items B., C., E. and G. through M. be approved by Omnibus Vote; seconded by Councilman Horn, and on call of the roll, Council members David Horn, Dennis Cooper, Lisa Gregory, Consuelo Cruz, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2026-92 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Company, Inc. for the Galvanized Water Service Line Replacement, City Project 2025-20, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilman Horn.

Mr. Matt Newell, Director of Public Works, provided information about the Galvanized Water Service Replacement program and addressed questions from Council members concerning the project timeline, funding, community outreach, lead exposure and the water treatment process.

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

R2026-93 Resolution Accepting the Sourcewell Contract of Sutton Ford Inc. for the Purchase of Two (2) 2026 Transit Cargo Vans with Upfits, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilman Horn.

City Manager Hon addressed questions regarding vehicle replacement and awarding contracts.

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

R2026-94 Resolution Authorizing the Extension of Agreement with D&S Management Realty Partners for Weed Abatement, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilman Horn.

City Manager Hon answered questions concerning the amount of money spent on mowing city owned lots versus privately owned lots and the number of vacant lots owned by the city.

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

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

Mayor Moore Wolfe offered condolences to the family of Tim Wittmer and addressed questions from Councilwoman Cruz regarding annual summaries for various boards and commissions. City Manager Hon answered questions from Councilwoman Cruz about the accessibility of emergency resource links on the city's website. Mayor Moore Wolfe spoke about the 211 hotline for connecting people to health and emergency resources. City Manager Hon will provide Council with an update on the proposed daycare center in the former Wee Folk's building. Ms. Wendy Morthland, Corporation Counsel, addressed questions concerning salaries of ambulance employees. City Manager Hon addressed questions about the application status for Opportunity Zones.

There being no Other Business, Mayor Moore Wolfe called adjournment.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:40 p.m.

Approved _____
Kim Althoff
City Clerk

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

No. 2026-35

May 4, 2026

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Lacie Elzy, Economic & Community Development Director
Kyle Knott, Economic Development Specialist

SUBJECT: Amendment to Redevelopment Agreement with Merchant Street South LLC

RECOMMENDATION: Staff recommends approval of the attached ordinance authorizing the Mayor to execute an amendment to the redevelopment agreement with Merchant Street South LLC for 148–160 E. Main Street and 112 N. Merchant Street within the Central TIF Redevelopment Project Area.

BACKGROUND: In May 2024, the Decatur City Council approved a redevelopment agreement with Merchant Street South LLC for the rehabilitation of the Flora Gems building and the Giggles Building in downtown Decatur. To date, the developer has invested approximately \$898,865.37 into the Flora Gems property, demonstrating a strong commitment to reinvestment in the downtown.

The original agreement contemplated renovation of the Flora Gems building for commercial and office use within eighteen (18) months of construction commencement. Since that time, market conditions have shifted, with declining demand for downtown office space and increased demand for residential units. The developer has indicated that the current office-focused plan presents leasing challenges under existing market conditions.

In response, the developer is proposing to amend the project to construct ten (10) multifamily residential units in place of commercial office space and to extend the project timeline by an additional twelve (12) months, for a total of thirty (30) months to complete construction.

This proposed amendment aligns with the City's 2026–2029 Community Revitalization Plan, specifically efforts to expand housing options, support downtown occupancy, and encourage reinvestment in underutilized properties. The shift to residential use positions the project for long-term success while advancing the City's broader goals of downtown revitalization and economic stability. Approval of this amendment ensures continued forward progress on a key redevelopment site, supports nearly \$900,000 in private investment already made, and increases the likelihood of bringing new residents and activity into the downtown.

BUDGET IMPACT: There is no additional fiscal impact associated with this amendment. The developer is not requesting any increase in TIF assistance, and all reimbursement terms, including

existing caps and the performance-based, pay-as-you-go structure tied to generated tax increment, remain unchanged.

PRIOR ACTION: Approval of Redevelopment Agreement with Merchant Street South LLC in May 2024: Ordinance No. 2024-63 “Ordinance Authorizing A TIF Redevelopment Agreement Between The City of Decatur and Merchant Street South, LLC”

STAFF REFERENCE: Should the City Council have any questions, they may contact, Lacie Elzy at 542-3559 or lelzy@decaturil.gov or Kyle Knott at 521-1919 or kknott@decaturil.gov.

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING AMENDMENT TO TIF REDEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF DECATUR AND MERCHANT
STREET SOUTH, LLC**

WHEREAS, the City of Decatur previously entered into a Redevelopment Agreement with Merchant Street South, LLC in May 2024 for the redevelopment of properties located at 148–160 E. Main Street and 112 N. Merchant Street within the Central TIF Redevelopment Project Area; and,

WHEREAS, the original agreement contemplated renovation of the Flora Gems building for commercial and office use; and,

WHEREAS, Merchant Street South, LLC has invested approximately \$898,865 into the Flora Gems building; and,

WHEREAS, due to current market conditions, including declining demand for downtown office and commercial space and increased demand for residential units, the developer has requested to amend the project scope to allow for construction of ten (10) multifamily residential units in lieu of commercial office space; and,

WHEREAS, the City finds that the proposed amendment remains consistent with the goals of the Central TIF Redevelopment Project Area, aligns with the City’s 2026-2029 Revitalization Plan goals, and supports continued investment and occupancy in the downtown.

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

Section 1. That the Amendment to the TIF Redevelopment Agreement between the City of Decatur and Merchant Street South, LLC, attached hereto as Exhibit A and incorporated herein by reference, is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal and attest said Amendment to Redevelopment Agreement on behalf of the City of Decatur.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PRESENTED and ADOPTED this 4th day of May, 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

**AMENDMENT TO TIF REDEVELOPMENT AGREEMENT BETWEEN
THE CITY OF DECATUR AND MERCHANT STREET SOUTH, LLC**

WHEREAS, the City of Decatur, Illinois, a municipal corporation ("City") and Merchant Street South, LLC, an Illinois limited liability company ("Redeveloper") entered into a "TIF Redevelopment Agreement By and Between The City of Decatur and Merchant Street South, LLC" ("Agreement") dated May 29, 2024 for the redevelopment of a program area known as the Central TIF Redevelopment Project Area located 148-160 E. Main Street and 112 N. Merchant Street.

WHEREAS, the parties desire to modify certain provisions of the Agreement to reflect a change in the contemplated use of the 148 E. Main Project and to extend the time for Substantial Completion; and

NOW, THEREFORE, the City and Redeveloper agree as follows:

1. The foregoing recitals are incorporated herein as fully stated as part of this Agreement.
2. Amendment to Project Description / Permitted Use. The recitals in the Agreement are hereby amended as follows:

“WHEREAS, Redeveloper desires to substantially modernize and renovate the 148 E. Main Property to attract and retain quality residential tenants in the downtown Decatur area. The renovations will include exterior facade, window, major components, and interior rough-ins. Currently the over 30,000 square foot building is underutilized with only 45% occupancy with the majority of the building sitting vacant for a long time. The Redeveloper will convert all or a portion of the building to either a) 10 one-bedroom, or b) 6 one-bedroom and 4 two-bedroom market-rate residential units. The Redeveloper expects that the project redevelopment will help spur economic growth in Decatur's downtown ("148 E. Main Project");”

The parties further agree that such residential use:

- a. shall be deemed consistent with and in furtherance of the Redevelopment Plan and the purposes of the Agreement;
 - b. shall not constitute a “fundamental change” in the nature, size, or aesthetics of the Project for purposes of Section 2.3 of the Agreement; and
 - c. shall satisfy all requirements of the Agreement relating to the development, use, and operation of the Project.
3. Confirmation of Eligibility for Public Investment. The parties acknowledge and agree that all otherwise eligible costs incurred in connection with the redevelopment of the Project for residential use shall continue to qualify as “TIF Eligible Costs” under the Agreement, subject to the terms and conditions set forth therein, and that the Redeveloper’s right to receive Public Investment pursuant to Article IV of the Agreement shall not be adversely affected by the change in use described herein.

4. Amendment to Section 2.4.2 (Completion). Section 2.4.2 of the Agreement is hereby amended as follows:

“2.4.2 Completion. The Redeveloper shall Substantially Complete construction of the 148 E. Main Project and 112 N. Merchant Project within thirty-six (36) months after commencement of construction. The commencement date is November 1, 2024, and the deadline for Substantial Completion of the 148 E. Main Project and 112 N. Merchant Project is November 1, 2027, or such later date as may be mutually agreed upon in writing by the City and the Redeveloper.”

5. No Other Modifications. Except as expressly amended hereby, all terms, covenants, and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed.
6. Authority; Effective Date. This Amendment shall become effective upon approval by the City Council of the City of Decatur and execution by the parties.

Dated this 4th day of May, 2026.

ATTEST:

FOR THE CITY OF DECATUR, ILLINOIS:

Kim Althoff, City Clerk

Julie Moore Wolfe, Mayor

FOR MERCHANT STREET SOUTH, LLC:

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**AMENDMENT TO TIF REDEVELOPMENT AGREEMENT BETWEEN
THE CITY OF DECATUR AND MERCHANT STREET SOUTH, LLC**

WHEREAS, the City of Decatur, Illinois, a municipal corporation ("City") and Merchant Street South, LLC, an Illinois limited liability company ("Redeveloper") entered into a "TIF Redevelopment Agreement By and Between The City of Decatur and Merchant Street South, LLC" ("Agreement") dated May 29, 2024 for the redevelopment of a program area known as the Central TIF Redevelopment Project Area located 148-160 E. Main Street and 112 N. Merchant Street.

WHEREAS, the parties desire to modify certain provisions of the Agreement to reflect a change in the contemplated use of the 148 E. Main Project and to extend the time for Substantial Completion; and

NOW, THEREFORE, the City and Redeveloper agree as follows:

1. The foregoing recitals are incorporated herein as fully stated as part of this Agreement.
2. Amendment to Project Description / Permitted Use. The recitals in the Agreement are hereby amended as follows:

“WHEREAS, Redeveloper desires to substantially modernize and renovate the 148 E. Main Property to attract and retain quality ~~commercial~~ **residential** tenants in the downtown Decatur area. The renovations will include exterior facade, window, major components, and interior rough-ins. Currently the over 30,000 square foot building is underutilized with only 45% occupancy with the majority of the building sitting vacant for a long time. **The Redeveloper will convert all or a portion of the building to either a) 10 one-bedroom, or b) 6 one-bedroom and 4 two-bedroom market-rate residential units.** The Redeveloper expects that the project redevelopment will help spur ~~business~~ **economic** growth in Decatur's downtown (" 148 E. Main Project");”

The parties further agree that such residential use:

- a. shall be deemed consistent with and in furtherance of the Redevelopment Plan and the purposes of the Agreement;
 - b. shall not constitute a “fundamental change” in the nature, size, or aesthetics of the Project for purposes of Section 2.3 of the Agreement; and
 - c. shall satisfy all requirements of the Agreement relating to the development, use, and operation of the Project.
3. Confirmation of Eligibility for Public Investment. The parties acknowledge and agree that all otherwise eligible costs incurred in connection with the redevelopment of the Project for residential use shall continue to qualify as “TIF Eligible Costs” under the Agreement, subject to the terms and conditions set forth therein, and that the Redeveloper’s right to receive Public Investment pursuant to Article IV of the Agreement shall not be adversely affected by the change in use described herein.

4. Amendment to Section 2.4.2 (Completion). Section 2.4.2 of the Agreement is hereby amended as follows:

“2.4.2 Completion. The Redeveloper shall Substantially Complete construction of the 148 E. Main Project and 112 N. Merchant Project within ~~eighteen (18)~~ thirty-six (36) months after commencement of construction or other mutually agreeable date. The commencement date is November 1, 2024, and the deadline for Substantial Completion of the 148 E. Main Project and 112 N. Merchant Project is November 1, 2027, or such later date as may be mutually agreed upon in writing by the City and the Redeveloper.”

5. No Other Modifications. Except as expressly amended hereby, all terms, covenants, and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed.
6. Authority; Effective Date. This Amendment shall become effective upon approval by the City Council of the City of Decatur and execution by the parties.

Dated this 4th day of May, 2026.

ATTEST:

FOR THE CITY OF DECATUR, ILLINOIS:

Kim Althoff, City Clerk

Julie Moore Wolfe, Mayor

FOR MERCHANT STREET SOUTH, LLC:

ECONOMIC AND COMMUNITY DEVELOPMENT

No. 2026-33

May 4, 2026

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Lacie Elzy, Director of Economic and Community Development
Miranda Lambert, Assistant Director of Economic and Community Development

SUBJECT: Resolution authorizing payment under an agreement for technical planning services between the Decatur Urban Area Transportation Study (DUATS) and the Champaign County Regional Planning Commission

SUMMARY RECOMMENDATION: Staff recommends approval of the resolution authorizing the City, as fiscal agent for DUATS, to make payments under the Agreement with the Champaign County Regional Planning Commission for the Comprehensive Bus Stop Assessment, with costs reimbursed through transportation planning grant funds.

BACKGROUND: DUATS, as the federally designated Metropolitan Planning Organization (MPO) for the Decatur urbanized area, identified the need for a Comprehensive Bus Stop Assessment to identify gaps and guide future improvements. Following outreach and coordination on best practices, DUATS entered into an agreement with the Champaign County Regional Planning Commission to complete this work. The project will include a system-wide inventory, GIS-based analysis, public input, and development of recommendations and an implementation strategy to improve accessibility, safety, and efficiency of the transit system. As the fiscal agent for DUATS, the City of Decatur is responsible for processing payments under the agreement, which will be reimbursed through transportation planning grant funds.

POTENTIAL OBJECTIONS: Staff are not aware of any objections.

STAFF REFERENCE: Should the City Council have any questions; they may contact Lacie Elzy at 217-542-3559 or lelzy@decaturil.gov, or Miranda Lambert at 217-859-2406 or mlambert@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING PAYMENT UNDER AN AGREEMENT
FOR TECHNICAL PLANNING SERVICES BETWEEN
THE DECATUR URBAN AREA TRANSPORTATION STUDY (DUATS)
AND THE CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION**

WHEREAS, the Decatur Urban Area Transportation Study (DUATS) is the federally designated Metropolitan Planning Organization (MPO) for the Decatur urbanized area; and,

WHEREAS, DUATS has entered into an Agreement with the Champaign County Regional Planning Commission for the development of a Comprehensive Bus Stop Assessment, attached hereto as Exhibit A; and,

WHEREAS, as fiscal agent, the City of Decatur is required to initially make payments under the Agreement on behalf of DUATS; and,

WHEREAS, such expenditures are eligible for reimbursement through state transportation planning funds administered to DUATS.

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

Section 1. The City of Decatur, as fiscal agent for DUATS, is authorized to make payments in accordance with the Agreement between DUATS and the Champaign County Regional Planning Commission.

Section 2. The City shall seek reimbursement for all eligible costs through applicable DUATS funding sources.

Section 3. The City Manager or designee is authorized to take any actions necessary to implement this Resolution.

PRESENTED AND ADOPTED this 4th day of May, 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



CHAMPAIGN COUNTY
REGIONAL PLANNING
COMMISSION

CONTRACT FOR TECHNICAL PLANNING SERVICES

THIS AGREEMENT is entered into by and between the **Decatur Urban Area Transportation Study (DUATS)**, herein called the **Study**, and the **Champaign County Regional Planning Commission**, herein called the **Commission**, as of the latest date of execution by either of the parties.

WITNESSETH

WHEREAS, the Staff desires to engage the Commission in developing a Comprehensive Bus Stop Assessment.

NOW, THEREFORE, the parties do mutually agree as follows:

1. **Employment of the Commission:** The Study agrees to engage the Commission, and the Commission agrees to perform the services set forth in this contract.
2. **Cooperation of the Study:**
 - A. The Study will make available at no cost to the Commission any information and data in the possession of the Study and will cooperate with the Commission in the course of the work specified. To that end, the Study agrees to direct its employees, consultants, and contractors to provide data and documents in their possession to the Commission.
 - B. The Study agrees to provide documents, data, and other information in a timely manner as required for the Commission to perform the agreed services within the time period specified in Paragraph 6.
 - C. The Study agrees to perform the tasks identified as its responsibility, in Attachment A, in a timely manner as required for the Commission to perform the agreed services within the time period specified in Paragraph 6.



Champaign-Urbana Urban Area Transportation Study
A program of the Champaign County RPC

1776 E. Washington St. Urbana, IL 61802
P 217.328.3313 F 217.328.2426
TTY 217.384.3862 CCRPC.ORG

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REGIONAL PLANNING
COMMISSION

- D. The Study is responsible for ensuring compliance with the *Illinois Open Meetings Act*, *Illinois Freedom of Information Act*, and other applicable laws. The Commission will act in a timely fashion to provide documents or information to the Study that may be required for these purposes.
3. **Personnel:** The Study will provide staff members for the Comprehensive Bus Stop Assessment project. In addition, the Commission will also provide its staff resources to combine with the Study's staff for completing this project. The Commission represents that it has, or will secure at its own expense, all personnel required to perform the analysis set forth in this contract.
4. **Scope of services:** The Scope of Services is set forth in ATTACHMENT A which is, hereby, made a part of this agreement.
5. **Compensation:**
- A. The Study agrees to pay the Commission the sum of \$180,115.27 (One Hundred Eighty Thousand One Hundred Fifteen and 27/100 Dollars) for the services set forth in Attachment A.
- B. The Study will pay the Commission upon requisition for payment. The requisition will specify the work performed and represent that it conforms to the covenants, agreements, or stipulations of the contract and, that under the contract, the Commission is entitled to receive the amount requisitioned. Requisitions for partial payment may be submitted and paid as the work progresses. Payments are due and payable within 45 days of the requisition date.
6. **Period covered:** This contract commences on the latest date of execution of either party and ends upon completion of those tasks set forth in Attachment A, but in no case later than August 2028, unless extended by agreement of the parties.



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COMMISSION

7. Termination of Contract for Cause:

- A. If the Commission fails to fulfill its contract obligations as set forth in the Scope of Services, or otherwise violates any of the terms of this Agreement, the Study may terminate the Agreement by giving a written notice of the cause for termination to the Commission at least five business days prior to the effective date of termination.
- B. Upon termination, all finished or unfinished materials, including computer files, documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Commission pursuant to this Agreement will become the sole and exclusive property of the Study. The Study will be responsible for paying the Commission for any costs, including personnel costs, incurred by the Commission in completing the Agreement up to the date of termination.

8. Termination of Contract for Convenience:

- A. This Agreement may be terminated by either party at any time during the period of this Agreement by written notice at least 30 days prior to termination.
- B. Upon termination pursuant to this Section, the Commission will notify the Study in writing of the proportion of Agreement services that have been completed prior to termination, and the Study will pay that said proportion to the Commission within 15 days of notification, deducting any prior payments made by the Study to the Commission.
- C. If less than 60% of the services to be performed by the Commission pursuant to the Agreement have been performed on the effective date of termination, the Study will also be responsible for reimbursing the Commission for any reasonable out-of-pocket expenses incurred by the Commission that are directly attributable to the uncompleted services to be performed by the Commission pursuant to this Agreement.
- D. In no event will the total amount due exceed the amount specified in Paragraph 5A.



Champaign-Urbana Urban Area Transportation Study
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COMMISSION

9. **Changes:** Either party may, from time to time, request changes in the terms of this agreement, including the Scope of Services included in Attachment A. Any changes to the Agreement or the Scope of Services, including any increase or decrease in the amount of the compensation to the Commission, must be made by mutual agreement of the parties and must be incorporated in this agreement by written amendment.
10. **Findings Confidential:** The Commission may not make available to any individual or organization any reports, information, data, etc., produced under this contract without prior approval of the Study.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers as of the date indicated by the signatures of the respective parties.

BY: _____
Lucas Williams
DUATS Policy Committee Chair
Decatur Urban Area Transportation Study

BY: _____
Chief Executive Officer
Champaign County Regional Planning
Commission

Date: _____

Date: _____



Champaign-Urbana Urban Area Transportation Study
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Decatur TF Inventory and Assessment Work Plan and Budget

[illegible]

LEGAL DEPARTMENT MEMORANDUM

NO. 2026-3

May 4, 2026

TO: Honorable Mayor Moore Wolfe and Council

FROM: Melissa Hon, City Manager

SUBJECT: Resolution in Support of Municipal Housing Authority

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution in Support of Municipal Housing Authority to provide input to the Illinois General Assembly and Governor regarding the importance of local municipal authority in the area of land use and zoning.

BACKGROUND: Recent proposals from the State are currently being discussed that would alter the ability of municipalities to govern and regulate our individual land use and zoning situations. These proposals, known collectively as BUILD, aim to assist current housing shortage and affordability issues in the state by overhauling the residential zoning laws in Illinois and include statewide zoning standards such as minimum lot sizes, allowance of dwellings in accessory buildings, elimination of parking requirements based on numbers of occupants and increased residential density uses in low density residentially zoned areas that they would not currently be allowable in certain areas. The increased residential density uses would allow the construction of multi-dwelling units on lots currently restricted to single family homes.

Proponents of the BUILD proposals limiting local control suggest that the current housing affordability is because of a lack of supply that is caused by local governments regulations and rules and the difference in those regulations and rules between the municipalities throughout the State. They argue that the result of the BUILD proposals will increase construction of varied affordable housing which will in turn increase tax revenues.

Municipalities and others opposed suggest that municipalities are unique and different and should be able to make zoning and land use decisions that fit their individual communities, that the BUILD proposals infringe on and preempt home rule communities' authority, and that the issue of affordable and available housing in Illinois is not caused by municipalities zoning and land use decisions, regulations or rules. The Illinois Municipal League argues that "Illinois communities vary widely in geography, population density, infrastructure capacity and housing demand", that "uniform statewide standards cannot adequately reflect those differences or the planning efforts underway or completed in many municipalities", and that "zoning and land use decisions are best made locally by the leaders elected in each community."

Staff believes that our zoning and land use issues are best left to the decisions of our elected officials who are familiar with our community and that those decisions should not be preempted by the State.

STAFF REFERENCE: Melissa Hon, City Manager.

RESOLUTION NO. 2026-_____

**A RESOLUTION OF THE CITY OF DECATUR
IN SUPPORT OF MUNICIPAL HOUSING AUTHORITY**

WHEREAS, the City of Decatur, Illinois is an Illinois municipal corporation as set forth in the Illinois Municipal Code; and,

WHEREAS, the City of Decatur has the responsibility to promote public health, safety and general welfare by regulating general land use, density and development standards within the City of Decatur; and,

WHEREAS, the City of Decatur recognizes that municipal authority of land use and zoning is a means to address separating incompatible land uses, protecting property values, managing traffic flow, ensuring adequate infrastructure and guiding orderly community growth; and,

WHEREAS, the City of Decatur reiterates that community-led policies for land use and zoning are not causing a crisis of housing affordability or availability; and,

WHEREAS, land use and zoning decisions are appropriately made at the local level by municipal officials familiar with the unique characteristics of the City of Decatur; and,

WHEREAS, the City Council of the City of Decatur find that the existing municipal authority for land use and zoning is essential for the continuing community vitality of the City of Decatur.

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

Section 1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. The City of Decatur urges the Illinois General Assembly and Governor to preserve municipal authority for land use and zoning in its current form without additional restrictions on municipal governments and the communities they serve.

Section 3. The City Clerk shall forward a copy of this Resolution to the Illinois Municipal League.

PRESENTED AND ADOPTED this 4th day of May, 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
No. 2026-36

May 4, 2026

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Melissa Hon, Interim City Manager
Lacie Elzy, Director of Economic and Community Development
Michael Snearly, Neighborhood Inspections Manager

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

SUMMARY RECOMMENDATION: Approval of this resolution authorizes City staff to initiate court proceedings to pursue demolition of unsafe, abandoned, and blighted structures that have already been formally declared unfit for habitation. This is a required step to move forward with court-ordered demolition. Staff recommends approval.

BACKGROUND: The structures included in this resolution have been inspected, determined to be unsafe, and officially posted as unfit for habitation in accordance with City code. Property owners were provided notice and an opportunity to correct the violations.

This resolution authorizes staff to proceed with the legal process necessary to seek court-ordered demolition of fourteen (14) unsafe and abandoned structures located throughout the City. This is the 2nd step of the demolition process.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Michael Snearly at 217-450-2347 or msnearly@decaturil.gov.

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

1660 E. Condit	1453 E. Grand	2202 N. Union
875 W. Decatur	1152 E. Hickory	1738 N. Whitchel
1009 W. Decatur	1444 N. Main	405 W. William
541 W. Division	1699 N. Monroe	700 S. Willow
1729 N. Graceland	1858 N. Union	

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

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

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

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

PRESENTED and ADOPTED this 4th day of May, 2026.

Julie Moore Wolfe, Mayor

ATTEST: _____
Kim Althoff, City Clerk

Council Memo May 4, 2026

Resolution Authorizing Actions Regarding Unsafe Structures

1660 E. Condit: This property was posted as Unfit for Human Habitation in October 2023. This structure lacks utilities, is abandoned, and has several code violations.

875 W. Decatur: This property was posted as Unfit for Human Habitation in January 2020. This structure lacks utilities, is abandoned, and has several code violations.

1009 W. Decatur: This property was posted as Unfit for Human Habitation in March 2026. This structure lacks utilities, is abandoned, and has several code violations.

541 W. Division: This property was posted as Unfit for Human Habitation in March 2026. This structure lacks utilities, is abandoned, and has several code violations.

1729 N. Graceland: This property was posted as Unfit for Human Habitation in September 2025. This structure lacks utilities, is abandoned, and has several code violations.

1453 E. Grand: This property was posted as Unfit for Human Habitation in April 2026. This structure lacks utilities, is abandoned, and has several code violations.

1152 E. Hickory: This property was posted as Unfit for Human Habitation in March 2026. This structure lacks utilities, is abandoned, and has several code violations.

1444 N. Main: This property was posted as Unfit for Human Habitation in October 2025. This structure lacks utilities, is abandoned, and has several code violations.

1699 N. Monroe: This property was posted as Unfit for Human Habitation in April 2026. This structure lacks utilities, is abandoned, and has several code violations.

1858 N. Union: This property was posted as Unfit for Human Habitation in January 2026. This structure lacks utilities, is abandoned, and has several code violations.

2202 N. Union: This property was posted as Unfit for Human Habitation in February 2026. This structure lacks utilities, is abandoned, and has several code violations.

1738 N. Whitechapel: This property was posted as Unfit for Human Habitation in January 2026. This structure lacks utilities, is abandoned, and has several code violations.

405 W. William: This property was posted as Unfit for Human Habitation in April 2026. This structure lacks utilities, is abandoned, and has several code violations.

700 S. Willow: This property was posted as Unfit for Human Habitation in January 2026. This structure lacks utilities, is abandoned, and has several code violations.

**Council Memo
Police Department
No. 26-7**

DATE: 5/4/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Brad Allen, Chief of Police

SUBJECT:

Resolution Authorizing the Renewal of the Interagency Agreement with the Illinois State Police and the Sheriff of McLean County, Illinois for the Illinois Trafficking Enforcement Group Task Force

SUMMARY RECOMMENDATION: It would be the recommendation of staff that the interagency agreement presented between the City of Decatur on behalf of the Decatur Police Department, the Illinois State Police and the Sheriff of McLean County, Illinois, be approved. Further, it is recommended that the City Manager or their designee be authorized to execute future renewals without further council action.

BACKGROUND:

In 2025, the City of Decatur, on behalf of the Decatur Police Department, entered into an interagency agreement with the Illinois State Police and the Sheriff of McLean County, Illinois to establish the Illinois Trafficking Enforcement Group (ITEG). The original agreement established annual renewals of the agreement. The annual renewal is now before the City Council for consideration.

Future renewals will be established by this renewed agreement to occur biannually. The request is further that the City Manager or their designee be authorized to execute future renewals without further council action.

LEGAL REVIEW: Legal has reviewed the interagency agreement.

PRIOR COUNCIL ACTION:

Resolution R2025-214 dated July 7, 2025.

POTENTIAL OBJECTIONS: None anticipated.

INPUT FROM OTHER SOURCES:

None

STAFF REFERENCE: Brad Allen, Chief of Police

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

1. Resolution Authorizing the renewal of the interagency agreement with the Illinois State Police and the Sheriff of McLean County Illinois for the Illin
2. Exhibit A - ITEG Task Force agreement 2026

RESOLUTION NO. R2026-_____

**RESOLUTION AUTHORIZING THE RENEWAL OF THE INTERAGENCY
AGREEMENT WITH THE ILLINOIS STATE POLICE AND THE SHERIFF OF
MCLEAN COUNTY ILLINOIS FOR THE ILLINOIS TRAFFICKING ENFORCEMENT
GROUP TASK FORCE**

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

Section 1. That the Interagency Agreement, attached as Exhibit A, between the City of Decatur, the Illinois State Police and the Sheriff of McLean County Illinois, as presented to the City Council herewith, is hereby received, placed on file and approved.

Section 2. That the City Manager or their designee be, and they are hereby, authorized and directed to execute said Agreement.

Section 3. That the City Manager or their designee be, and they are hereby, authorized and directed to execute future renewals of this agreement without further City Council review or approval.

PRESENTED, PASSED, APPROVED, AND RECORDED this 4th day of May 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

ILLINOIS TRAFFICKING ENFORCEMENT GROUP INTERAGENCY AGREEMENT

The undersigned public agencies, charged with the duty of enforcing the law and protecting their citizens from illegal activity including the trafficking of narcotics, guns, and humans, and recognizing that the jurisdiction and authority to each is limited and that such limitations are detrimental in combating crime within the designated counties and among the major municipalities within said counties, and recognizing that the most effective means to accomplish that duty is through the pooling of their resources and the joint exercise of their respective authorities; each of them does now enter into this Interagency Agreement to provide to their citizens the most effective law enforcement protection against those who engage in actions detrimental to the public safety.

In consideration of the terms herein set forth and the mutual covenants and obligations of the parties hereto, the undersigned parties agree to the following:

I. PARTIES

The parties to this agreement are: Illinois State Police, the City of Decatur, and the Sheriff of McLean County, Illinois.

II. AUTHORITY

Parties hereby enter into this Agreement in accordance with the authority vested in them by Article VII, Section 10, of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1).

III. ORGANIZATION

A. Governing Board

The Illinois Trafficking Enforcement Group Governing Board shall be composed of an ISP Commander, or designee, the Sheriff of McLean County, or his designee, and the Chief Law Enforcement Officer, or his designee, from all participating local units of government. The Governing Board shall supervise and oversee the operations of the Illinois Trafficking Enforcement Group.

B. Task Force Director

Task Force Director will be an ISP officer holding the rank of Acting Master Sergeant or Master Sergeant acting under the direct supervision of the ISP Zone Commander.

IV. PURPOSE

The purpose of this agreement is to create a multi-jurisdictional authority to be known as Illinois Trafficking Enforcement Group, hereinafter referred to as the Task Force. The Agreement will set forth the rules, policies, and understanding between the departments. The Task Force will direct its primary enforcement efforts in the following areas:

- A. Covert and overt investigations concerning individuals engaged in illicit criminal activities with specific emphasis on trafficking of drugs, guns, and humans;
- B. Development of intelligence data regarding criminal activity in the area;
- C. Assist local agencies with case development for those investigations that are beyond capabilities of the requesting agency and/or those investigations that indicate a mid-level drug conspiracy or higher;
- D. Dissemination of intelligence activities to the appropriate federal, state, and local law enforcement agencies;
- E. Establishment of liaison with the State's Attorney's Offices and the United States Attorney's Office for legal advice and encouragement of vigorous prosecution of developed cases.

V. DURATION

This agreement will be effective upon its execution by all the signed parties and will supersede any and all previous agreements. This agreement will be reviewed every year and renewed every two years or as otherwise needed.

VI. DUTIES OF THE ILLINOIS STATE POLICE

ISP agrees to supply the following facilities, equipment and services to be utilized in support of Task Force activities:

- A. Facilities to house the Task Force operations; Any offsite work location utilized will be at the discretion of the unit Commander and the Governing Board and shall be the responsibility of said unit;
- B. Training in proactive enforcement techniques and covert investigative methods as well as continuing training as outlined in the Onboarding agreement;
- C. Specialized equipment and/or communications devices, subject to availability;

- D. Appointment of Task Force officers as “Inspectors” of the Illinois State Police and the issuance of credentials pursuant to the authority in 20 ILCS 2620/4;
- E. Facilities for storage of evidence obtained during Task Force investigations and resources to dispose of said evidence upon authority of the appropriate prosecuting authority and/or within the guidelines as established by the Illinois State Police policy;
- F. Provide personnel in the rank of Lieutenant or Captain to serve as a voting board member to the Task Force. The Chairman of the Governing Board is to be determined by the unit’s policy.

Any credentials, equipment and components assigned or issued by the Task Force or ISP to any officer or participant must be surrendered to the ISP upon termination of the officer’s affiliation with the Task Force.

VII. OPERATIONAL PROCEDURES

The parties agree that the following operations duties/assignments shall prevail throughout the duration of the Agreement:

A. Task Force Director:

1. Will be an ISP officer holding the rank of Acting Master Sergeant or Master Sergeant acting under the direct supervision of the ISP Zone Commander;
2. Be responsible for the overall direction and supervision of the assigned work force;
3. Will devise, implement, arrange and administer training for personnel assigned to the Task Force;
4. Will review the use and documentation of Official Advance Funds to ensure it is used in accordance with ISP policy;
5. Be responsible for the submission of grant proposals and monetary requests to the Illinois Criminal Justice Information Authority or other entities offering potential funding opportunities;
6. Be responsible for oversight of the Task Force asset forfeiture program in accordance with ISP Policy, as well as the approval of all expenditures of Task

Force funds acquired through State and Federal asset forfeitures and court fines and fees;

7. Be responsible for reviewing and approving investigative documents in accordance with ISP report writing practices and directives.

B. Task Force Deputy Director

1. Will act under the direction of the Task Force Director; TF Deputy Director will hold the rank of ISP Sergeant or Master Sergeant;
2. Will be responsible for the daily operations of their assigned squad and the direct supervision of the assigned work force;
3. Develop, implement, and arrange/administer training for personnel assigned to their supervision;
4. Review, analyze, document and approve use of official advance funds in accordance with ISP reporting practices and directives;
5. Be responsible for overtime approval and assuring accurate procedures are being followed by Task Force officers;
6. Is responsible for apprising the Task Force Director of the unit's operations and assist in the formulation of activity reports;
7. Be responsible for other duties as prescribed by the Task Force Director.

C. Task Force Members

1. If personnel are assigned, officers will be of full-time status from the ISP or local agencies. Such officers shall, prior to appointment, pass an ISP background investigation. The officer shall not be subject to any current or pending disciplinary actions;
2. The Inspector will enter into an onboarding agreement with the Task Force which will outline the expectations during the time as a Task Force member. The officer will adhere to all aspects of the agreement during their time on the Task Force;
3. Will adhere to all laws of the State of Illinois and the United States of America;
4. Will comply with their respective agency's policies and procedures as they apply to personnel issues, i.e. salary, overtime, vacation, holiday, sick time, and authorized weapons;

5. Will agree to participate in the ISP random drug testing Policy and to submit to an ISP sanctioned drug test upon request.

VIII. OTHER OPERATIONAL CONSIDERATIONS

- A. ISP report writing and case preparation procedures shall be utilized to document enforcement activities undertaken by the Task Force.
- B. All investigations should be deconflicted through the Illinois Statewide Terrorism and Intelligence Center.
- C. The ISP Confidential Source, Official Advance Funds, and Evidence Handling policies will govern Task Force operations.
- D. A copy of the directives expected to be followed will be given to the Task Force officer with their onboarding information.

IX. MISCONDUCT

- A. Misconduct by officers of the Task Force shall include the following:
 1. Commission of a criminal offense;
 2. Neglect of duties;
 3. Violation of Task Force policies and/or rules of procedures;
 4. Conduct which may tend to reflect unfavorably upon any of the parties to this agreement.
- B. Upon receipt of a complaint from a law enforcement agency, a states attorney's office, or any other credible source alleging misconduct by a Task Force officer, the following procedures will be initiated:
 1. The Task Force Director shall conduct a preliminary review of the allegations to verify the complaint and to determine the nature, scope, and need to conduct a follow up investigation;
 2. In the event the allegations appear to be credible, the Task Force Director will notify the Zone Commander and the chief executive of the officer's parent agency;
 3. If the complaint is of a non-criminal nature, the Task Force Director and chief executive of the Inspector's parent agency will determine who will

conduct the investigation. If the complaint is verified, the parent agency will implement disciplinary action as deemed necessary;

4. If the complaint is of a criminal nature, the Task Force Director and agency head shall require a criminal investigation be conducted by the ISP Division of Internal Investigation. The investigation will be forwarded to the respective States Attorney's office for decision on prosecution.

X. REPORTING

- A. The Task Force Director will notify the respective departments if requested by parent agency, of any time earned or used by the officer during each payroll period.
- B. The Task Force Director will immediately notify the respective departments if there are any issues concerning the assigned Inspector.
- C. The Task Force Director will evaluate officers on a yearly basis; the evaluation tool will be determined by the Task Force Director in agreement with the parent agency and retained as part of the Inspector's personnel file. The Inspector will stay on the unit if both parties agree the Inspector is performing their duties to the best of their ability and is proactively seeking new investigations, making arrests, and effectively impacting the community. If the Task Force Director and parent agency determine the Inspector is no longer effective in the unit, the Inspector will be removed and reassigned as the parent agency sees fit.
- D. The Task Force Director will present statistics for investigations, arrests, seizures and search warrants for the assigned Inspector at each board meeting, which will convene at least quarterly or as needed as directed by the unit Governing Board.
- E. The Task Force Director will submit statistics, table of organizations, budgets, and any additional information requested by the ISP immediately upon request.
- F. The Task Force will comply with requests for records maintained by the Task Force in accordance with applicable ISP Policy.

XI. LIABILITY

- A. The ISP and/or the State of Illinois shall provide representation and indemnification to the extent permitted by law to Task Force Inspectors in the event that any civil proceeding is commenced against such Task Force officer alleging the deprivation of a civil or constitutional right arising out of any act or omission occurring within the

scope of task force activities provided that such actions were not the result of the officers intentional, willful, or wanton misconduct.

- B. Each agency will accept liability, to the extent required by the Illinois Workers' Compensation Act (820 ILCS 305/1) for personal injuries occurring to its officers while engaged in Task Force activities.

XII. TERMINATION/MODIFICATION OF AGREEMENT

- A. Any party may withdraw from this agreement 90 days after providing written notice of withdrawal to all other parties. Withdrawal of any party will not affect the agreement with respect to the remaining parties. Any modification of this agreement requires written approval by all parties.
- B. The Task Force Governing Board may disband the operation of this Task Force at any time by a majority vote where upon this agreement will be terminated. All Task Force property obtained through grants from the Illinois Criminal Justice Information Authority shall be disposed of consistent with current property management or disposition guidelines issued by the Authority's Office of Federal Assistance Programs.
- C. At the time of termination, the active participating agencies will vote on the disbursement of the non-grant Task Force assets and forfeited assets.

XIII. REVIEW AND ACCEPTANCE VERIFICATION

I certify that I am the Chief Executive Officer for my agency or that I have the authority to represent said agency in the execution of the herein Interagency Agreement. I further certify that I have reviewed and accept the terms and conditions of said Interagency Agreement.

Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____
Agency: _____	Agency: _____

Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

Agency: _____ Agency: _____

Name: _____ Name: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Agency: _____ Agency: _____

Name: _____ Name: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Agency: _____ Agency: _____

Council Memo
Public Works Department
No. 2026-46

DATE: 5/4/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Matt Newell, Director of Public Works

SUBJECT:

Resolution Authorizing Supplement #2 to the Local Public Agency Agreement for Federal Participation with AECOM Technical Services, Inc. Section 09-00933-01-BR

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing Supplement #2 to the Local Public Agency Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc., to perform construction engineering services for the Brush College Road / Faries Parkway railroad grade separation project. This is a zero-sum supplement allowing AECOM to reallocate funding within the Engineering Services Agreement.

BACKGROUND:

In May 2023, the City Council approved a Local Public Agency Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc., to perform construction engineering services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$5,012,278.00. As the project progresses and engineers are reassigned or need to temporarily step away for various reasons, the use of subconsultants can change. IDOT requires that this reallocation of funds within the AECOM agreement be modified by a supplemental agreement.

Early in the project, AECOM needed to replace one of their approved subconsultants, which resulted in zero-sum Supplement #1 approved by Council on December 1, 2023. The current reallocation of resources within the approved agreement was a result of the lead project engineer needing to temporarily step away from the project which placed more hours on a subconsultant.

Supplement #2 to the Engineering Services Agreement does not change the agreement amount. The supplement is to update the IDOT required subconsultant documentation for the project.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

See Appendix A for prior Council action on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

AECOM

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 supplement does not change the current agreement amount.

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

SCHEDULE:

The project is currently scheduled to be completed prior to the end of this year.

ATTACHMENTS:

1. 2026-46 Resolution Authorizing Supplement #2 to the Local Agency Engineering Services Agreement with AECOM Technical Services Inc. Section 09-00933-01
2. 2026-46 Appendix A

CITY OF DECATUR
Section No.: 09-00933-01-BR
Job No.: D-97-009-19
Supplement #2

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING SUPPLEMENT #2 TO THE LOCAL PUBLIC AGENCY
ENGINEERING SERVICES AGREEMENT WITH
AECOM TECHNICAL SERVICES, INC.
SECTION 09-00933-01-BR**

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

Section 1. That the City Council of the City of Decatur, Illinois authorizes Supplement #2 to the Local Public Agency Engineering Services Agreement for the Brush College / Faries Parkway Grade Separation project, presented to the Council herewith and attached as Exhibit 1, for a \$0 Supplement for the reallocation of resources with various subconsultants to AECOM in providing resident engineering services for the aforementioned project known as Section Number 09-00933-01-BR.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute the above-mentioned Supplement #2 to the Local Public Agency Engineering Services Agreement and any other such documents related to the advancement and completion of said project, hereto attached as Exhibit 1.

PRESENTED and ADOPTED this 4th day of May 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK


**Illinois Department
of Transportation**
**Local Public Agency
Engineering Services Agreement**

E-mail	E-mail Without Instructions	Print With Instructions	Reset Form
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Using Federal Funds? ☒ Yes ☐ No

Agreement For

Federal CE

Agreement Type

Supplement

Number

2

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Decatur	Macon	09-00933-01-BR	D-97-009-19
Project Number	Contact Name	Phone Number	Email
6WGY(165)	Matt Newell	(217) 424-2747	mnewell@decaturil.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Brush College Road	FAU 7448	0.01 mi	Proposed 058-9202
Location Termini			Add Location
Over Faries Parkway and NS Railroad			Remove Location
Project Description			
Construction of a grade separation of Brush College Road over Faries Parkway and the NS Railroad.			

Engineering Funding	☒ Federal	☒ MFT/TBP	☒ State	☒ Other	Local Match
Anticipated Construction Funding	☒ Federal	☒ MFT/TBP	☒ State	☒ Other	Local Match

AGREEMENT FOR
☒ Phase III - Construction Engineering
CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
AECOM Technical Services, Inc.	Jim Colbrook	(217) 971-7797	jim.colbrook@aecom.com
Address	City	State	Zip Code
One Prudential Plaza 130 E. Randolph St., Suite 2400	Chicago	IL	60601

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT.
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awards.

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER and LPA agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
AECOM Technical Services, Inc.	95-2661922	(\$89,082.00)

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
+ - WHKS, Inc.	42-0943938	\$89,082.00
Subconsultant Total		\$89,082.00
Prime Consultant Total		(\$89,082.00)
Total for all work		\$0.00

AGREEMENT SIGNATURES

Attest: The

Local Public Agency Type
City

 of

Local Public Agency
Decatur

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

Decatur

Local Public Agency Type

City

Clerk

Title

Mayor

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

AECOM Technical Services, Inc.

By (Signature & Date)

--

Title

--

By (Signature & Date)

--

Title

--

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Decatur	AECOM Technical Services, Inc.	Macon	09-00933-01-BR

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

--

Exhibit A – Scope of Services – Supplement No. 2
Detailed Phase III Engineering Scope of Services
Brush College Road at Norfolk Southern and Faries Parkway
ACEOM Technical Services, Inc.
For Decatur Illinois
April 30, 2026

All scope of work items provided in the original Scope of Work are applicable with the following additions.

Task 01000 Field Work

Key personnel will include:

1. WHKS will provide a temporary RE as required.
2. WHKS will provide RE and Field Inspector support during the completion of the punch list.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Decatur	AECOM Technical Services, Inc.	Macon	09-00933-01-BR

EXHIBIT B
PROJECT SCHEDULE

--

Brush College Road Overpass Faries Parkway and NS RR
PHASE III CONSTRUCTION ENGINEERING SERVICES

PROBABLE CONSTRUCTION SCHEDULE

	MONTH	Aug 2023 Letting	Sep	Oct	Nov	Dec	Jan 2024	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan 2025	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan 2026	Feb	Mar	May	June	July	Aug	Sep
PRECONSTRUCTION ACTIVITIES after Aug. 4th letting	September 5, 2023																																					
Work Line Items to show overlap of stages	October 20, 2023			Pre-Stages	Winter Work			Pre-Sta	Stage One									Stages	Three	Four	Five	on overpass and retaining walls								Winter Work								
SUBSTANTIAL COMPLETION DATE	August 14, 2026														Stage Two								Stage Three				Stage Four		Winter Work			Stage Four and Five						
PUNCHLIST COMPLETION	August 28, 2026																																					Close Out
PROJECT CLOSEOUT December 2 - December 31st	August 30, 2026																																					

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Decatur	AECOM Technical Services, Inc.	Macon	09-00933-01-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit C. If the value meets or will exceed the small dollar threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The small dollar threshold is adjusted annually and can be found in IDOT Circular Letters. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes, Due date of submittal: 07/18/18

Method(s) used for advertisement and dates of advertisement

Decatur Tribune 6-27-18 & 7-4-18

5	Do the written QBS policies and procedures cover conflicts of interest?		☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?		☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?		☐	☒
		Project Criteria	Weighting	
		+ -		
8	Do the written QBS policies and procedures discuss the method of selection?		☐	☐

Selection committee (titles) for this project

Top three consultants ranked for this project in order	
1	
2	
3	

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☐	☐
15	Existing relationship used in lieu of QBS process?	☐	☐
16	LPA is a home rule community (Exempt from QBS).	☐	☐

Local Public Agency City of Decatur	County Macon	Section Number 09-00933-01-BR
Prime Consultant (Firm) Name AECOM Technical Services, Inc.	Prepared By Jim Colbrook	Date 3/9/2026
Consultant / Subconsultant Name AECOM Technical Services, Inc.	Job Number D-97-009-19	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Additional WHKS Field Staff

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	104.11%
START DATE	3/3/2026		COMPLEXITY FACTOR	0
RAISE DATE	10/1/2026		% OF RAISE	2.00%
END DATE	3/2/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/3/2026	10/1/2026	7	58.33%
1	10/2/2026	3/1/2027	5	42.50%

The total escalation = 0.83%

Section Number

09-00933-01-BR

Job Number

D-97-009-19

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
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ESCALATION FACTOR	0.83%
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[illegible]

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		Job Number
AECOM Technical Services, Inc.		D-97-009-19

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

City of Decatur

County

Macon

Section Number

09-00933-01-BR

Consultant / Subconsultant Name

AECOM Technical Services, Inc.

Job Number

D-97-009-19

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Reduction in DC for Zero Sum Funding Transfer		1	-\$3.00	-\$3.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				-\$3.00

City of Decatur

Macon

09-00933-01-BR

AECOM Technical Services, Inc.

D-97-009-19

City of Decatur

Macon

09-00933-01-BR

AECOM Technical Services, Inc.

D-97-009-19

SHEET 1 OF 1

Local Public Agency City of Decatur	County Macon	Section Number 09-00933-01-BR
Prime Consultant (Firm) Name AECOM	Prepared By S. Sanford	Date 1/14/2026
Consultant / Subconsultant Name WHKS & Co.	Job Number C-97-106-21	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Supplement 4

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS			OVERHEAD RATE	163.87%
START DATE	3/2/2026				COMPLEXITY FACTOR	0
RAISE DATE	1/1/2027				% OF RAISE	3.00%
END DATE	3/1/2027					

ESCALATION PER YEAR

Year	First Date	Last Date	Months	%	% of Contract
0	3/2/2026	1/1/2027	10		83.33%
1	1/2/2027	3/1/2027	2		17.17%

The total escalation = 0.50%

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		Job Number
WHKS & Co.		C-97-106-21

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	0.50%

86.00

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$85.38	\$85.81
Project Manager	\$79.25	\$79.65
Transportation Engineer III	\$65.20	\$65.53
Transportation Engineer II	\$50.40	\$50.65
Transportation Engineer I	\$40.47	\$40.67
Structural Engineer III	\$72.05	\$72.41
Structural Engineer II	\$55.20	\$55.48
Structural Engineer I	\$40.01	\$40.21
Hydraulic Engineer III	\$60.90	\$61.20
Hydraulic Engineer II	\$43.20	\$43.42
Environmental Scientist II	\$56.05	\$56.33
Environmental Scientist I	\$37.80	\$37.99
Sanitary Engineer III	\$71.83	\$72.19
Sanitary Engineer II	\$55.28	\$55.56
Sanitary Engineer I	\$40.93	\$41.13
Geotechnical Engineer	\$45.50	\$45.73
Engineering Technician III	\$48.98	\$49.22
Engineering Technician II	\$40.53	\$40.73
Engineering Technician I	\$32.65	\$32.81
Land Surveyor II	\$55.45	\$55.73
Survey Technician	\$32.73	\$32.89
Construction Observer III	\$46.00	\$46.23
Construction Observer II	\$40.47	\$40.67
Construction Observer I	\$31.93	\$32.09
Administrative Assistant	\$37.70	\$37.89

Local Public Agency

City of Decatur

County

Macon

Section Number

09-00933-01-BR

Consultant / Subconsultant Name

WHKS & Co.

Job Number

C-97-106-21

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			\$0.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$0.00

City of Decatur

Macon

09-00933-01-BR

WHKS & Co.

C-97-106-21

Local Public Agency

City of Decatur

Consultant / Subconsultant Name

WHKS & Co.

County

Macon

Section Number

09-00933-01-BR

Job Number

C-97-106-21

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET1OF1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Phase III Observation														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	85.81	0.0																	
Project Manager	79.65	0.0																	
Transportation Engineer III	65.53	360.0	64.29%	42.12	360	64.29%	42.12												
Transportation Engineer II	50.65	0.0																	
Transportation Engineer I	40.67	0.0																	
Structural Engineer III	72.41	0.0																	
Structural Engineer II	55.48	0.0																	
Structural Engineer I	40.21	0.0																	
Hydraulic Engineer III	61.20	0.0																	
Hydraulic Engineer II	43.42	0.0																	
Environmental Scientist II	56.33	0.0																	
Environmental Scientist I	37.99	0.0																	
Sanitary Engineer III	72.19	0.0																	
Sanitary Engineer II	55.56	0.0																	
Sanitary Engineer I	41.13	0.0																	
Geotechnical Engineer	45.73	0.0																	
Engineering Technician III	49.22	0.0																	
Engineering Technician II	40.73	0.0																	
Engineering Technician I	32.81	0.0																	
Land Surveyor II	55.73	0.0																	
Survey Technician	32.89	0.0																	
Construction Observer III	46.23	0.0																	
Construction Observer II	40.67	0.0																	
Construction Observer I	32.09	200.0	35.71%	11.46	200	35.71%	11.46												
Administrative Assistant	37.89	0.0																	
		0.0																	
		0.0																	
TOTALS		560.0	100%	\$53.58	560.0	100.00%	\$53.58	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

APPENDIX A

PRIOR COUNCIL ACTION:

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

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

11. **October 1, 2018** – City Council approved Resolution R2018-127, authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized up to \$2,400,000 in Federal funds which represents 80% of \$3,000,000. Only a portion of the requested engineering services funding was authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission.
12. **October 1, 2018** – City Council approved Resolution R2018-128, appropriating \$600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.
13. **October 1, 2018** – City Council approved Resolution R2018-129, authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
14. **October 1, 2018** – City Council approved Resolution R2018-130, authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
15. **December 17, 2018** – City Council approved Resolution R2018-160, authorizing an Amendment to the Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform additional land acquisition services for the Brush College Road Improvement Project for an additional fee of \$339,311 which is added to the original fee of \$168,375 for a total fee of \$507,686.
16. **August 19, 2019** – City Council approved Resolution R2019-115 authorizing the purchase of the property located at 3915 Faries Parkway to provide right of way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. The Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursement.
17. **August 19, 2019** – City Council approved Resolution R2019-116 authorizing a Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of Right of Way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
18. **August 19, 2019** – City Council approved Resolution R2019-117 appropriating \$3,218,000 of State Motor Fuel Tax funds for the purpose of paying the City's portion of the Local Public

Agency Agreement for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

19. **August 19, 2019** – City Council approved Resolution R2019-118 authorizing an agreement between the City of Decatur and Ameren Illinois Company to relocate their electrical substation located at 1840 North Brush College Road for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
20. **October 21, 2019** – City Council approved Resolution R2019-154 authorizing the purchase of 1940 North Brush College Road for \$250,000 in State Motor Fuel Tax funds which includes \$200,000 for purchase of the property and \$50,000 for anticipated relocation reimbursement.
21. **October 21, 2019** – City Council approved Resolution R2019-155 authorizing the purchase of 3925 East Faries Parkway for \$194,600 in State Motor Fuel Tax funds which includes \$164,600 for purchase of the property and \$30,000 for anticipated relocation reimbursement.
22. **October 21, 2019** – City Council approved Resolution R2019-156 authorizing the purchase of the vacant lot immediately to the west of 3925 East Faries Parkway for \$5,300 in State Motor Fuel Tax funds. This property is a parking lot so no relocation benefits can be claimed.
23. **December 30, 2019** – City Council approved Resolution R2019-220 authorizing an additional \$874.89 to pay for relocation expenses for the purchase of the property located at 3915 Faries Parkway. The original Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursements. The anticipated \$40,000 allocated for relocation and moving reimbursements will total \$40,874.89 which exceeded the authorized amount by \$874.89.
24. **January 21, 2020** – City Council approved Resolution R2020-07 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$2.2 million for a total of \$5.8 million in Federal funds from the \$25 million Illinois Competitive Freight Program grant awarded to the City.
25. **March 16, 2020** – City Council approved Resolution R2020-44 authorizing the purchase of 1980 N Brush College Road for \$2,000,000 in State Motor Fuel Tax funds which includes \$900,000 for purchase of the property and \$1,100,000 for anticipated relocation reimbursement.
26. **March 16, 2020** – City Council approved Resolution R2020-45 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road / Faries Parkway The Amendment Authorizes an additional \$950,000 in Grade Crossing Protection Funds.
27. **May 4, 2020** – City Council approved Resolution R2020-70 authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the

purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$1,390,000 in Grade Crossing Protection Funds.

28. **September 8, 2020** – City Council approved Resolution R2020-119, authorizing Supplement #1 of \$576,078 for a total design fee of \$3,925,745, with \$3,350,000 being reimbursed by the Freight Program, to the professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road/Faries Parkway railroad grade separation project.
29. **September 8, 2020** – City Council approved Resolution R2020-120 authorizing Supplement #1 to the Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc.
30. **January 4, 2021**- City Council approved Resolution R2021-01 authorizing the purchase of 2112 N Brush College Road for \$57,100 in State Motor Fuel Tax funds with an expected \$45,680 reimbursement from the Illinois Competitive Freight Program.
31. **February 1, 2021**- City Council approved Resolution R2021-13 authorizing the purchase of property and temporary easements on the Northeast Corner of North Brush College Road and Faries Parkway for \$13,840 in State Motor Fuel Tax funds with an expected \$11,072 reimbursement from the Illinois Competitive Freight Program.
32. **March 1, 2021** – City Council approved Resolution R2021-30 authorizing the purchase of property owned by Archer Daniels Midland Company for \$398,600 in State Motor Fuel Tax Funds with an expected \$318,800 reimbursement from the Illinois Competitive Freight Program
33. **July 19, 2021**- City Council approved Resolution R2021-125 authorizing an authority to work agreement with AT&T to relocate terminal box for Brush College Road Grade Separation Project in the amount of \$153,363.66.
34. **July 19, 2021**- City Council approved Resolution R2021-127 authorizing a construction maintenance agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project in the amount of \$776,481.
35. **September 20, 2021**- City Council approved Resolution R2021-177 amending an agreement for preliminary engineering services with Norfolk Southern Railway Company for the Brush College Road Grade Separation Project in the amount of \$20,481 added to the original agreement of \$18,596 for a total of \$39,077.
36. **November 15, 2021**- City Council approved Resolution R2021-212 authorizing a public improvements agreement with the Norfolk Southern Railway Company for the Brush College Road Grade Separation Project for a fee of \$600,506.
37. **December 6, 2021**- City Council approved Resolution R2021-218 approving a local public agency engineering services agreement with AECOM Technical Services, Inc. for the Brush College/Faries Parkway Grade Separation Project City Project 2009-33 Section No. 09-00933-01-BR for a fee not to exceed \$4,542,821.

38. **January 18, 2022-** City Council approved Resolution R2022-10 authorizing Local Agency Agreement for Federal Participation with the State of Illinois for the Brush College Road/Faries Parkway Grade Separation City Project 2009-363 Section 09-00933-01-BR for fee not to exceed \$3,916,436.00.
39. **July 5, 2022-** City Council approved Resolution R2022-106 accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company Inc. for Brush College Buildings Demolition City Project 2009-33 in the amount of \$397,322.00.
40. **May 15, 2023-** City Council approved Resolution R2023-96 authorizing a Joint Funding Agreement for the Construction of the Brush College Road Grade Separation at Faries Parkway.
41. **May 15, 2023-** City Council approved Resolution R2023-98 approving a Local Public Agency. Engineering Services Agreement with AECOM Technical Services, Inc. Construction Engineering Services for Brush College/Faries Parkway Grade Separation Project.
42. **May 15, 2023-** City Council approved Resolution R2023-99 authorizing Supplement #2 to the Professional Services Agreement with AECOM to add \$580,000 in Design Services costs for the Brush College Road Grade Separation over Faries Parkway and the Norfolk Southern Railroad.
43. **May 15, 2023-** City Council approved Resolution R2023-100 authorizing Supplement #2 to the Local Public Agency Engineering Services Agreement with AECOM Technical Services, Inc.
44. **August 21, 2023-** City Council approved Resolution R2023-175 authorizing a Letter of Amendment between the City of Decatur and the Norfolk Southern Railway Company for a fee of \$545,329.
45. **September 18, 2023-** City Council approved Resolution R2023-22 authorizing Supplement #1 to the Local Agency Engineering Services Agreement with AECOM Technical Services, Inc.
46. **February 5, 2024-** City Council approved Resolution R2024-39 authorizing a letter of Amendment to the Construction and Maintenance Agreement with the Illinois Central Railroad Company for Brush College Road Grade Separation Project.
47. **June 17, 2024-** City Council approved Resolution R2024-252 authorizing Amendment #3 to the Local Public Agency Agreement for Federal Participation for Utility Adjustments for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks.
48. **June 17, 2024-** City Council approved Resolution R2024-253 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Construction for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks.
49. **June 17, 2024-** City Council approved Resolution R2024-254 authorizing Amendment #3 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks.

50. **July 15, 2024-** City Council approved Resolution R2024-269 authorizing a grant agreement with the Federal Railroad Administration for a \$2 million Consolidated Rail Infrastructure and Safety Improvement (CRISI) Grant for Construction Engineering Services for the Brush College/Faries Parkway Grade Separation Project.
51. **July 15, 2024-** City Council approved Resolution R2024- 270 authorizing a grant agreement with the Federal Railroad Administration for a \$16 million Railroad Crossing Elimination (RCE) Grant for the Construction of the Brush College/Faries Parkway Grade Separation Project.
52. **December 1, 2025-** City Council approved Resolution R2025-311 authorizing the appropriation of an additional \$200,000 to the \$776,481 already appropriated, for a total of \$976,481 in State Motor Fuel Tax (MFT) funds for the Construction Maintenance Agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project.

**Council Memo
Public Works Department
No. 2026-48**

DATE: 5/4/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Matt Newell, Director of Public Works
Robert Weil, Water Production Manager
Jennifer Gunter, Watershed & Lake Manager

SUBJECT:

Resolution Authorizing Lake Decatur Watershed Farmland Conservation Program Agreement for Waterway and Sediment Control Basin Improvements with Flatland Farms Craycroft LLC

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolution authorizing a Lake Decatur Watershed Farmland Conservation Program Agreement between the City of Decatur and Flatland Farms Craycroft LLC for the construction of a waterway, sediment control basin and rock chute to control nutrients, sediment and erosion for a not to exceed cost to the City of \$40,088.52. This amount represents 90% of the total project cost of \$44,542.80 with a 20% contingency. The remainder of \$4,454.28 will be paid by the landowner.

BACKGROUND:

The City's 2021 Watershed Management Plan set out to significantly reduce Lake Decatur sedimentation and improve the lake's water quality through watershed conservation. It continues to be very successful at accomplishing its goals. City staff manages the watershed conservation efforts in-house with the assistance of Spheros Environmental, the City's Watershed Management Plan consultant. The waterway is to be constructed on private land and is expected to result in significant pollution reductions over the 15-year life of the project:

Nitrogen 3,214.7 lbs.

Phosphorus 306 lbs.

Sediment 644.6 Tons

This project is on the corner of Turpin Road and Harry Land Road. The details of the project are attached to Exhibit A of the Resolution. The main feature to be installed is a well-supported conservation practice called a water and sediment control basin (WASCOB) with a rock chute for the outlet.

For this project, the sediment reduction is especially significant since the field and waterways are very close to Lake Decatur.

SCHEDULE:

Work on this project is expected to start in May 2026 and will be completed by July 2026 depending on weather conditions.

LEGAL REVIEW: The agreement form was approved as a template by the Legal Department on September 21, 2022.

PRIOR COUNCIL ACTION:

- **September 25, 2023** – Study session in which the Mayor and City Council received a briefing on the watershed protection program.
- **January 11, 2024** – Council reaffirmed Priority Goal #6, Collaborate with others in ensuring integrated and holistic management of city-owned open spaces, transportation corridors, and especially Lake Decatur. Key Implementation Strategy #2 for this goal was also reaffirmed: Implement recommendations of a Lake Management Plan so that the quantity of sediment, silt and nitrates entering Lake Decatur is significantly reduced, and adopt other strategies designed to assure good water quality and watershed protection.

POTENTIAL OBJECTIONS: There are no known objections to this resolution.

INPUT FROM OTHER SOURCES:

The project was designed by City staff.

STAFF REFERENCE: Matt Newell, Public Works Director, Robert Weil, Water Production Manager, Jennifer Gunter, Watershed and Lake Manager. Matt Newell will attend the City Council meeting to answer any questions of the Council on this item.

This memorandum was written by Jennifer Gunter, Water Resource and Lake Manager.

BUDGET/TIME IMPLICATIONS: Budget Impact: These projects are funded by the Water Lake Capital Budget - Watershed Management. In order to successfully incentivize landowners to construct these watershed conservation projects, landowners are reimbursed by the City for 90% of the total project cost. Landowners pay for the remaining 10% of the cost.

The agreement financials are:

- Owner Cost \$4,454.28
- Maximum City Cost (reimbursed to owner after construction) \$40,088.52
- Total Not to Exceed Project Cost \$44,542.80

These water utility expenditures have significant return on investment. Each project contributes to the larger goal of protecting Lake Decatur from siltation and deferring future dredging expenses and impacts. Also, these city-funded projects serve to attract significant grant funding from the state and federal governments. Furthermore, the program continues to build credibility and momentum within the local agricultural community for adoption of conservation efforts.

Staff Impact: Staff has allocated time to manage this project.

ATTACHMENTS:

1. 2026-48 Resolution Flatland Farms Craycroft LLC Watershed Protection Agreement
2. 2026-48 Location Map of Flatland Farms

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING LAKE DECATUR WATERSHED FARMLAND
CONSERVATION PROGRAM AGREEMENT FOR WATERWAY AND SEDIMENT
CONTROL BASIN IMPROVEMENTS WITH FLATLAND FARMS CRAYCROFT LLC**

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

Section 1. That the Lake Decatur Watershed Farmland Conservation Program Agreement, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Flatland Farms Craycroft LLC, and the same is hereby received, placed on file and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Flatland Farms Craycroft LLC, for a cost not to exceed \$44,542.80.

PRESENTED and ADOPTED this 4th day of May 2026.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM

PROTECTION PROGRAM AGREEMENT

In consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, this Agreement ("Agreement") is entered into by and between Flatland Farms Craycroft LLC ("Owner") and the City of Decatur, Illinois, an Illinois municipal corporation ("City"). The parties agree as follows:

1. Owner agrees to participate in City's Lake Decatur Watershed Protection ("Program") for soil erosion control, nutrient management and water quality improvements for property they own located in Macon, County, Illinois more particularly described as

Parcel 1: The East 1/2 of the Southeast 1/4 of Section Thirty-six (36), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., EXCEPT the West 1 rod thereof, AND EXCEPT the North 40 acres thereof, and referenced as Tract 1 on Plat of Survey dated October 14, 2019 and revised October 16, 2019 and prepared by Robert M. Cox, Illinois Professional Land Surveyor No. 3779. Situated in Macon County, Illinois.

Parcel 2: The Southeast 1/4 of the Northeast 1/4 of Section Thirty-six (36), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., EXCEPT the South 31.27 rods of the West 38.36 rods thereof, and EXCEPT the North 882 feet of the West 530 feet thereof, AND EXCEPT the North one rod thereof, and referenced as Tract 3 on Plat of Survey dated October 14, 2019 and revised October 16, 2019 and prepared by Robert M. Cox, Illinois Professional Land Surveyor No. 3779. Situated in Macon County, Illinois.

Parcel 3: A part of the East 1/2 of the Southeast 1/4 of Section Thirty-six (36), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., Macon County, Illinois; said part more

EXHIBIT A

particularly described as follows: Beginning at a point, said point being the Northeast corner of the said Southeast 1/4 of Section 36, Township 16 North, Range 2 East of the 3rd P.M. ; thence South 00 degrees 00 minutes 24 seconds East (assumed bearing) along the East line of the said Southeast 1/4 of Section 36, 1345.39 feet; thence South 89 degrees 33 minutes 05 seconds West, 1295.21 feet to a point on the East Right of Way line of County Highway No. 31; thence North 00 degrees 00 minutes 00 seconds East along the said East Right of Way of County Highway No. 31, 1345.39 feet to a point on the North line of said Southeast 1/4 of Section 36; thence North 89 degrees 33 minutes 05 seconds East along the said North line of the Southeast 1/4 of Section 36, 1295.05 feet to the point of beginning, and referenced as Tract 5 on Plat of Survey dated October 14, 2019 and revised October 16, 2019 and prepared by Robert M. Cox, Illinois Professional Land Surveyor No. 3779. Situated in Macon County, Illinois.

Parcel 4: The West 50 rods of the Southwest 1/4 of Section Thirty-one (31), Township Sixteen (16) North, Range Three (3) East of the 3rd P.M., and referenced as Tract 2 on Plat of Survey dated October 14, 2019 and revised October 16, 2019 and prepared by Robert M. Cox, Illinois Professional Land Surveyor No. 3779. Situated in Macon County, Illinois.

AND

The West 50 rods of the Southwest 1/4 of the Northwest 1/4 of Section Thirty-one (31), Township Sixteen (16) North, Range Three (3) East of the 3rd P.M., lying South of Craycroft at Southlake, as per Plat recorded in Book 1832, Page 656 in the records of the Recorder's Office of Macon County, Illinois, and referenced as Tract 4 on Plat of Survey dated October 14, 2019 and revised October 16, 2019 and prepared by Robert M. Cox, Illinois Professional Land Surveyor No. 3779. Situated in Macon County, Illinois.

and hereinafter referred to as "Property."

EXHIBIT A

2. Subject to the terms and conditions of this Agreement, Owner shall plan, install and complete all construction and projects on the Property as set forth in Exhibit 1, attached hereto and incorporated by reference, including but not limited to all land adjustments, conservation projects, cropping, and management projects hereinafter referred to collectively as "Project."

3. Owner shall plan, install, and maintain the erosion control capabilities for all Project, and implement all other necessary work for Project set forth in Exhibit 1 in accordance with the technical specifications and in compliance with the United States Department of Agriculture Natural Resources Conservation Service maintenance requirements for a minimum of ten (10) years and a minimum of twenty-five (25) years for any and all retention structures following the date of final completion of Project as determined by the City.

4. Owner shall plan, install and complete all construction for Project and hire and pay all contractors or other workers for necessary expenses required and related to provide the work, materials and other required matters for Project and be reimbursed for a portion of the Project costs by the City all as set forth in the schedules set forth in Exhibit 2 attached hereto and incorporated by reference.

5. All drawings, specifications, reports, records, and other work product or writings developed in connection with Project are public documents and shall remain the property of City whether the Project is completed or not. Owner acknowledges and agrees that said documents are subject to disclosure under the Illinois Freedom of Information Act.

6. Owner shall not begin Project as set forth in Exhibit 1 until and unless City approves plans for Project in writing.

7. Owner shall provide documentation as required by City of all expenses and costs incurred in the installation or implementation of Project within thirty (30) days of the completion of Project. Failure to comply with this requirement for timely submission of documentation may result in partial or complete loss of rights for reimbursement for Project.

8. City shall reimburse Owner for a portion of the Project cost as set forth in Exhibit 2 within sixty (60) days following receipt of all necessary documentation demonstrating completion of Project, City inspection of compliance of Project and complete and final payment of all expenses of Project by Owner. Owner acknowledges that the reimbursement set forth in this Agreement for Project in no way implies the continued financial support for Project or maintenance of Project beyond the specified amount set forth in this Agreement.

EXHIBIT A

9. Owner agrees to provide and allow City employees, officers, agents and employees access to Property upon five (5) days notification by City for the purpose of planning, constructing, implementing, installing, monitoring, inspecting, performing follow-up and spot-checking Project for the term of this Agreement.

10. In the event Owner fails to complete Project, or removes, alters or modifies Project without prior written agreement and approval of the City, City shall have no obligation to reimburse Owner or make any payments to Owner under the terms of this Agreement. If the City has provided any reimbursement or monies to Owner for Project and Owner fails to complete Project, or removes, alters or modifies Project without written agreement and approval of the City, Owner shall reimburse and pay to City a portion of monies received as set forth in Exhibit 4 under the terms of this Agreement within thirty (30) days following demand by the City for payment.

11. Owner hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges regarding the use of funds provided in this Agreement or the Project undertaken by Owner, including but not limited to Owner's violation of any of the covenants or agreements under this Agreement, any act or failure to act done in connection with the performance or operation of Project, and any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the use of funds in Program or in the construction, operation or maintenance of Project.

12. This Agreement may be terminated in whole or in part by either party in writing in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. No termination shall be effective until and unless the other party is given not less than fifteen (15) calendar days prior written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination. If the City has provided any reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Agreement, Owner shall reimburse and pay to City all monies received

EXHIBIT A

under the terms of this Agreement within thirty (30) days following demand by the City for payment.

13. In addition to termination as set forth above, this Agreement shall be terminated immediately without further notice or opportunity to consult and become void if funding becomes unavailable for any reason for Project prior to any actual construction of Project or if the bid which Owner receives for Project exceeds the total not to exceed project cost of Project as set forth in Exhibit 2 by fifteen percent (15%) or more.

14. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

OWNER:

Flatland Farms Craycroft LLC
2560 Lake Reunion Parkway
Decatur, IL 62521

CITY:

City of Decatur
City Clerk
One Gary K Anderson Plaza
Decatur, IL 62523

15. Owner and City represent to each other that each has retained and relied or had the opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. Owner and City represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

16. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.

17. This Agreement may only be amended by a written instrument signed by each party hereto.

18. This is an enforceable Agreement placing specific obligations on the City and the Owner. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

EXHIBIT A

19. Time shall be considered to be of the essence of this Agreement.

20. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

21. The warranties and agreements contained herein shall extend to and be obligated upon the parties' respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto. Owner must notify all purchasers, assigns, agents, representatives, and transferees and all prospective purchasers, assigns, agents, representatives and transferees of the Property of the obligations and responsibilities set forth in this Agreement and must require each to assume the obligations and responsibilities set forth in this Agreement by way of a written agreement prior to legal or equitable title to any portion of the Property being transferred. Owner must furnish a copy of the executed Agreement to City prior to any legal or equitable transfer of title of Property. If the City has provided any reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Section of the Agreement, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

22. A Memorandum in the form attached as Exhibit 3 shall be executed by the parties and will be recorded with the County Recorder of Deeds of the county location of Property at the City's expense evidencing the terms of this Agreement.

23. This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

24. If any provisions or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

25. Neither Owner, their contractors, subcontractors, or other persons or entities hired to perform any work on Project shall be deemed an agent, employee, officer or partner of the City for any matters contained in this Agreement.

EXHIBIT A

26. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year appearing opposite their signatures below.

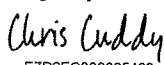
CITY OF DECATUR, ILLINOIS

CHRIS CUDDY, OWNER

By: _____

By:

Signed by:



E7D2EC339895469

Date: _____

Date: 4/22/2026

EXHIBIT 1

LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM

PROJECT DESCRIPTION AND SPECIFICATIONS

GENERAL NOTES

1. EXISTING CONDITIONS. - THE EXISTING CONDITIONS SHOWN IN THE PLANS ARE BASED UPON EXISTING CONDITIONS. - THE EXISTING CONDITIONS SHOWN IN THE PLANS ARE BASED UPON TOPOGRAPHIC SURVEY, EXISTING CONDITIONS, AND EXISTING FILES OF EXISTING CONDITIONS AND MAY NOT ACCURATELY REFLECT ALL EXISTING CONDITIONS PERTINENT TO CONSTRUCTION. IT IS THE RESPONSIBILITY OF ALL BIDDERS TO ACQUAINT THEMSELVES WITH EXISTING CONDITIONS PRIOR TO THE SUBMISSION OF BIDS. TO VIEW THE SITE, THE INSPECTIONS CAN BE SCHEDULED AT THE DISCRETION OF THE PROJECT MANAGER.
2. THE EXISTENCE AND LOCATION OF EXISTING UNDERGROUND FACILITIES SHOWN ON THESE PLANS WERE OBTAINED BY FIELD INVESTIGATION AND SEARCH OF AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE. THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING FACILITY SHOWN HEREON AND ANY OTHER OBJECTS THAT ARE NOT OF RECORD OR NOT SHOWN ON THESE PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ASCERTAIN THEIR EXACT LOCATION FROM THE UTILITY COMPANIES AND BY FIELD INSPECTION OF ALL UTILITIES.
3. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBS SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. NEITHER THE OWNER NOR THE ENGINEER WILL ENFORCE SAFETY REQUIREMENTS OR REGULATIONS, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE THEREIN.
4. CONSTRUCTION SHALL BE LIMITED TO THE LAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY CONSTRUCTION OPERATIONS. PERTAINING TO PUBLIC UTILITY LINES, THE CONTRACTOR SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS OR LONGER. THE PROJECT MANAGERS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS BEFORE CONSTRUCTION BEGINS AGAIN.
5. UNSUITABLE FILLS, MATERIAL, ANY DEMOLITION ITEMS OR CONSTRUCTION DEBRIS SHALL BE LEGALLY DISPOSED OF OFF SITE. CLEAN EXCESS DIRT SHALL BE DISTRIBUTED ON SITE AS DIRECTED BY THE PROJECT MANAGER.
6. ALL DISTURBED AREAS TO BE PLANTED SHALL RECEIVE A MINIMUM OF 6" OF CLEAN TOPSOIL, PLACED TO THE GRADE LINES AS SHOWN ON THE PLANS.
7. THE FIELD TILES ENCOUNTERED AND DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR. ALL SIZE, LOCATION, MATERIAL, TYPE AND DEPTH SHALL BE INDICATED ON THE RECORD DRAWINGS. WHERE DAMAGED FIELD TILES CANNOT BE REPAIRED, PROVISIONS, APPROVED BY THE ENGINEER/OWNER, SHALL BE MADE TO MAINTAIN THE PROPER DRAINAGE OF THE SITE, OR OUTLET.
8. WHERE SECTION STOPS OR PROPERTY MARKERS ARE ENCOUNTERED, PROPERTY MARKERS SHALL BE PROTECTED AND PRESERVED UNTIL AN OWNER OR PROFESSIONAL LAND SURVEYOR HAS WITNESSED AND REFERENCED THEIR LOCATION.
9. THE CONTRACTOR SHALL MAINTAIN ROADWAYS ADJOINING THE PROJECT SITE KEEPING THEM FREE FROM MUD AND DEBRIS AT ALL TIMES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRECAUTIONS TO PROTECT PUBLIC AND PRIVATE PROPERTY, IF ANY TIME HE/ SHE REMAINS ON DESTROYED PUBLIC OR PRIVATE PROPERTY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXCESS DAMAGE TO SUCH PROPERTY TO A CONDITION EQUAL TO THAT EXISTING BEFORE SUCH DAMAGE.
11. WITH THE CONTRACTOR SHALL MAINTAIN ACCURATE RECORDS - LOCATION, ELEVATION, ETC. TO PROVIDE THE OWNER WITH AS-BUILT DRAWINGS OF ALL UNDERGROUND IMPROVEMENTS.
12. THE CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRS TO ANY UTILITY LINES AND EXISTING IMPROVEMENTS TO REMAINING EXISTING UTILITIES.
13. ALL ELEVATIONS AS SHOWN REFER TO U.S.G.A. DATUM AT MEAN SEA LEVEL.
14. EXISTING SURFACE ELEVATIONS ARE APPROXIMATE. CONTRACTOR MUST FIELD VERIFY LOCATIONS AND DEPTHS PRIOR TO EXCAVATION.
15. EXCAVATE AND/OR PLACE FILL AS REQUIRED TO ACHIEVE PROPOSED GRADE ELEVATION. PLACE BACKFILL AND FILL MATERIAL LAYERS NOT MORE THAN 8" IN LOOSE DEPTH AND COMPACT WITH COMPACTION EQUIPMENT.
16. EXCESS DEBRIS AND EXCESS FILL SHALL BE REMOVED FROM THE PROJECT SITE. EXCESS DEBRIS SHALL BE AS SHOWN ON PLANS UNLESS OTHERWISE DIRECTED BY THE PROJECT MANAGER.
17. ALL CUT/FILL INFORMATION IS GIVEN FOR CONTRACTOR CONFORMANCE. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES WITH THE INFORMATION GIVEN SHALL BE BROUGHT TO THE PROJECT MANAGER OR ENGINEER'S ATTENTION PRIOR TO BIDDING.
18. CONTRACTOR SHALL FOLLOW THE DESIGN INTENT OF THE PLANS. VARIATIONS FROM THE ACTUAL DESIGN MAY OCCUR. OBSERVATIONS SHALL BE APPROVED BY THE PROJECT MANAGER OR ENGINEER PRIOR TO FINAL ACCEPTANCE.



**Know what's below.
Call before you dig.**



CITY OF DECATUR

CHRIS CUDDY PROJECT NO. LD25-19

SECTION 36 RANGE 2E TOWNSHIP 16



LIST OF DRAWINGS	
SHEET NO	SHEET TITLE
1	COVER
2	FIELD PLAN
3	WATERWAY PLAN
4-5	WASCOB PLANS
6	ROCK CHUTE & RIFLE PLAN
7-8	WATERWAY PROFILES
9-10	WATERWAY SECTIONS
11-12	WASCOB PROFILES & SECTIONS
13	WATERWAY & SEEDING DETAIL
14	WASCOB DETAIL
15	RIFLE DETAIL
16	ROCK CHUTE DETAIL
17	NIRCO SDFOS & WATERWAY PLAN

L:\GIS\Water\Lake\Boulder\Watershed Protection\Project\Map\1000-18 Chris Cuddy Project\1000-18 Chris Cuddy 6.dwg

2020 - 3 Miles

Design: Envision ID: 10000000-0001-0000-0000-000000000000

EXHIBIT 1

2

17 SHEETS

PROJIMGR: ---

CHECKED BY: STR

DRAWN BY: JDB

SCALE: 1"=30'

DATE: FEB 2008

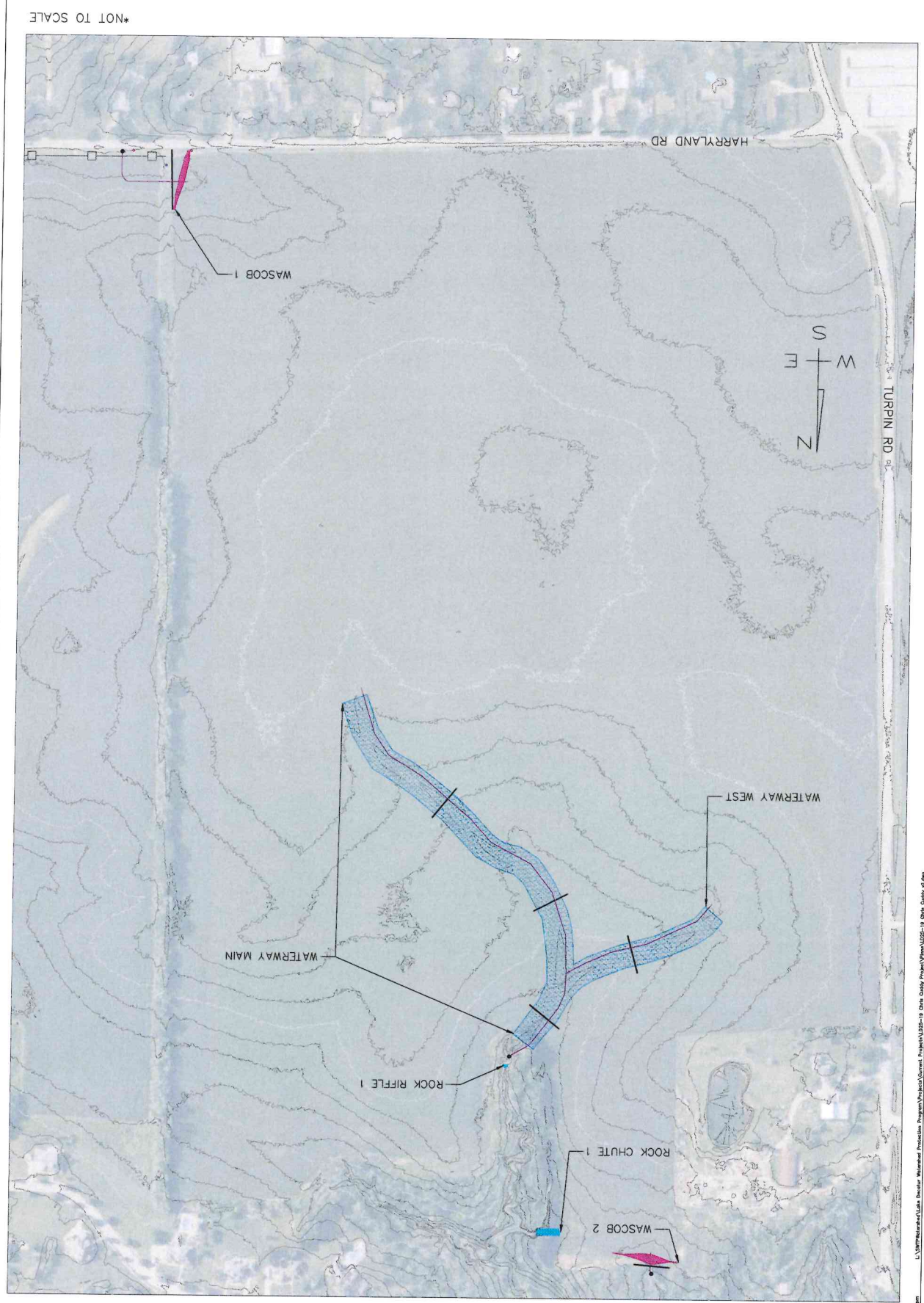
FIELD PLAN

CHRIS CUDDY
PROJECT NO. LD25-19



CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
LAKE DECATUR WATERSHED
FARMLAND CONSERVATION PROGRAM
(217)424-2834 WATERSHED@DECATUR.IL.GOV

NO.	DATE	REVISION	BY



WATERWAY PLAN

CHRIS CUDDY

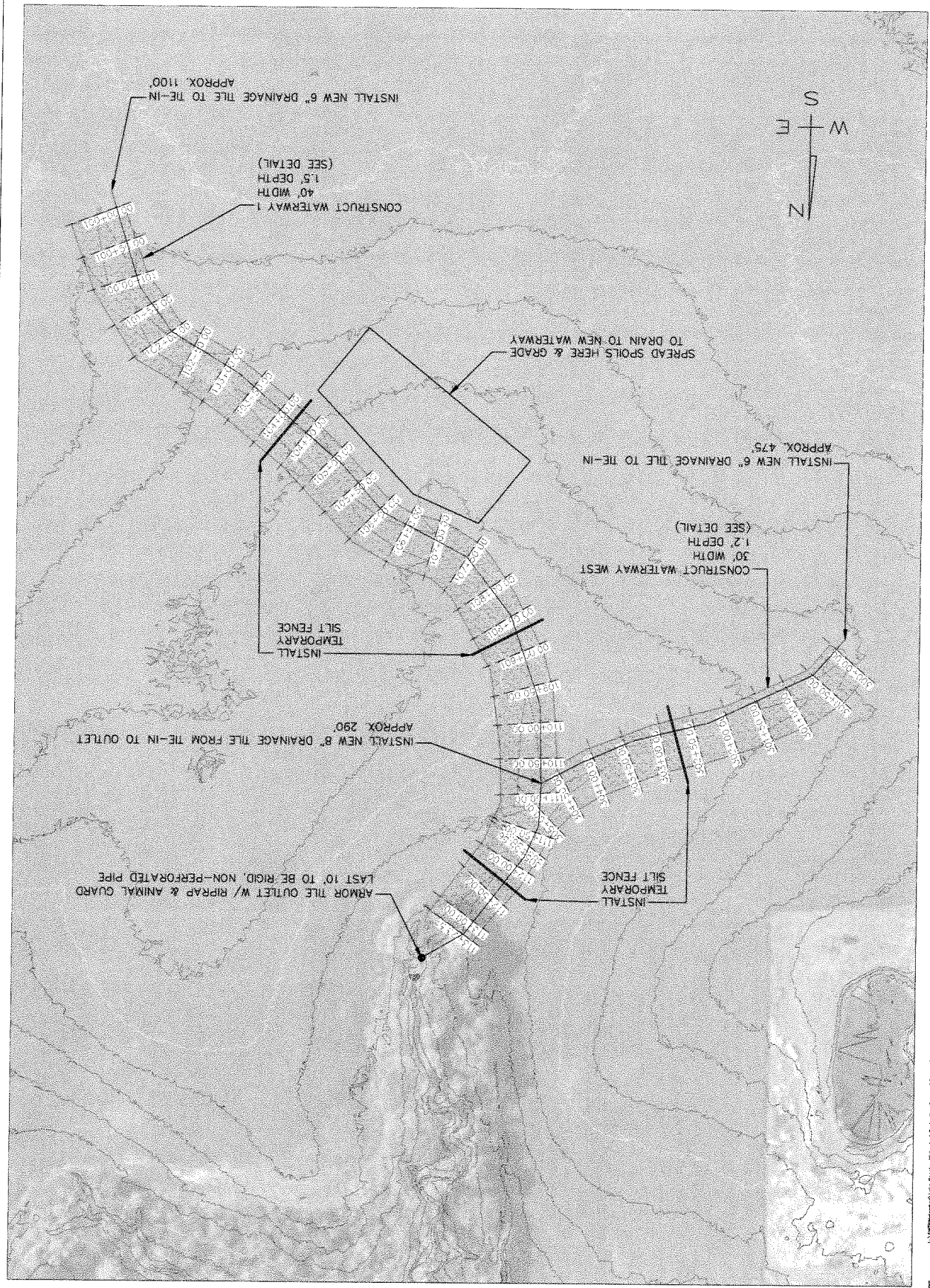
PROJECT NO. LD25-19



CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
LAKE DECATUR WATERSHED
FARMLAND CONSERVATION PROGRAM
(217) 424-2834 WATERSHED@DECATURL.GOV

NO.	DATE	REVISION
87		

*NOT TO SCALE



[illegible]

CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
FARMLAND CONSERVATION PROGRAM
(217) 424-2834 WATERSHED DECATUR.IL.GOV

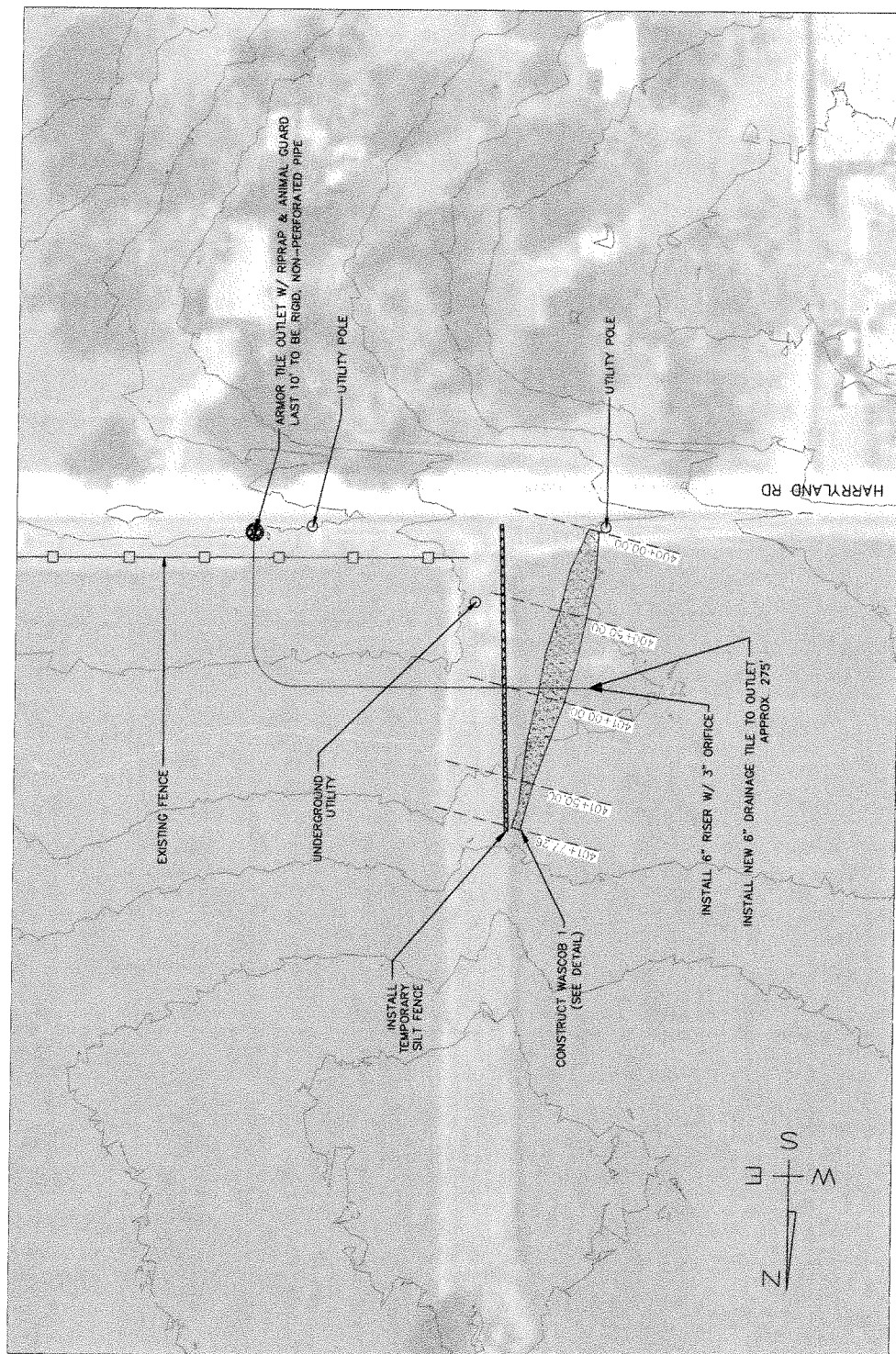


WASCOB 1 PLAN
CHRIS CUDDY
PROJECT NO. LD25-19

DATE: FEB 2026	1:30	
CALC:		
DRAWN BY: JDB		
CHECKED BY: STR		
PROJ.MGR:		
		17 SHEETS



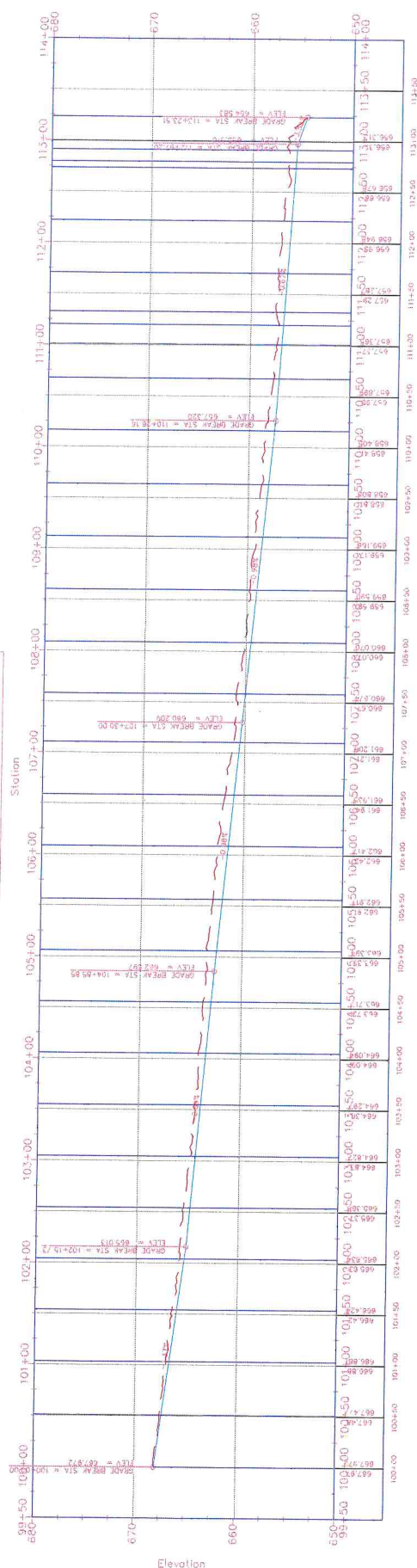
EXHIBIT 1



- NOTES:
- (1) BE AWARE OF NEARBY UTILITIES. CONTRACTOR IS RESPONSIBLE FOR REQUESTING LOCATES PRIOR TO CONSTRUCTION.
 - (2) EXACT TILE OUTLET LOCATION WILL BE DETERMINED AT THE TIME OF CONSTRUCTION.

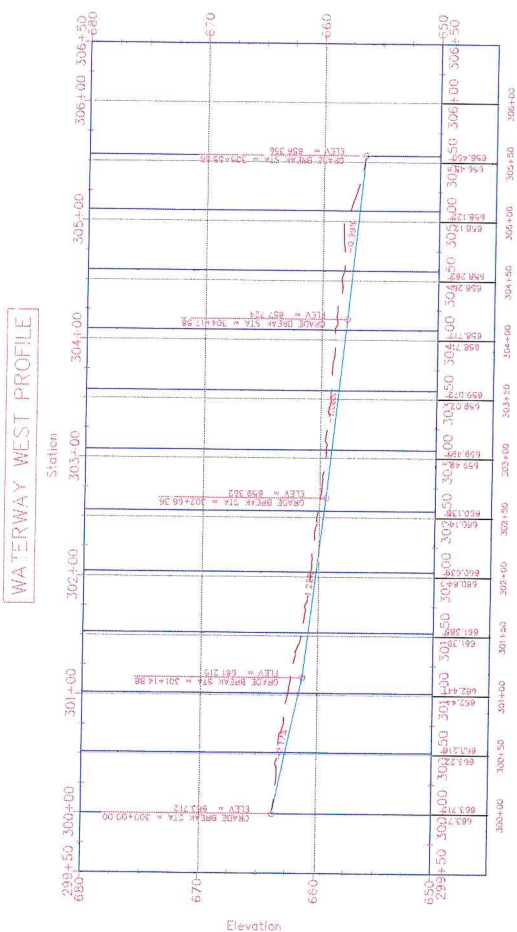


WATERWAY MAIN PROFILE

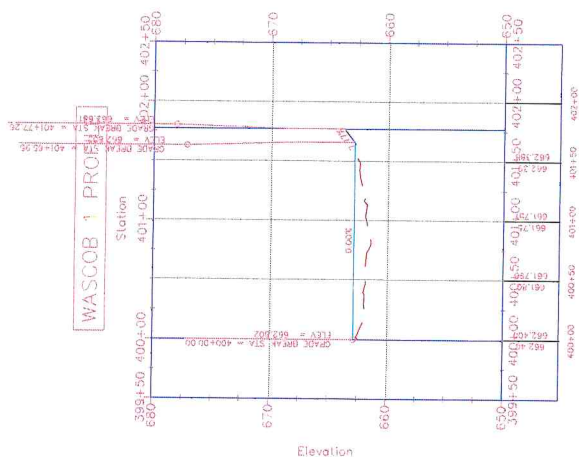


Total Volume Table						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
100+00.00	46.82	0.00	0.00	0.00	0.00	0.00
100+50.00	38.18	1.17	70.38	1.00	70.38	1.00
101+00.00	27.15	3.44	57.85	4.55	128.23	5.54
101+50.00	20.17	5.87	42.97	8.97	171.28	14.51
102+00.00	10.96	8.93	28.80	13.79	260.13	28.30
102+50.00	6.12	13.50	16.92	20.11	271.05	48.41
103+00.00	9.27	11.02	13.93	27.77	293.98	71.15
103+50.00	9.38	8.73	18.94	19.16	312.91	90.33
104+00.00	13.32	11.64	21.04	38.76	266.96	110.12
104+50.00	15.21	12.62	26.44	27.46	295.40	122.58
105+00.00	12.39	16.85	25.70	27.26	321.10	150.84
105+50.00	7.37	20.37	18.40	24.48	339.59	194.32
106+00.00	7.47	18.44	13.71	35.91	355.21	230.23

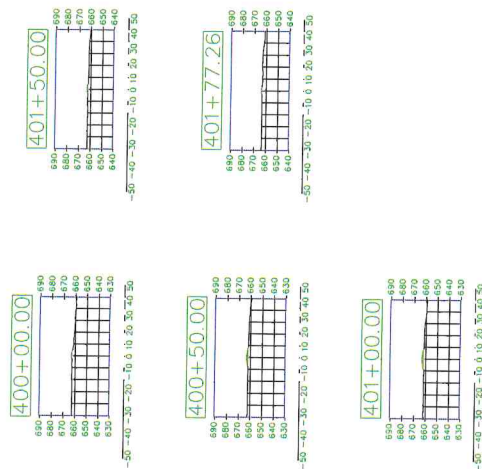
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
17+00.00	9.53	15.37	14.75	31.85	381.49	886.69
17+25.00	17.42	11.78	26.01	25.05	407.50	321.74
17+50.00	15.14	10.18	28.60	20.26	436.10	342.01
17+75.00	7.20	12.45	20.93	20.93	457.03	362.94
17+00.00 to 17+75.00	5.65	15.94	11.56	26.41	483.36	389.35
17+75.00	5.81	17.07	10.97	30.76	478.43	420.11
18+00.00 to 17+75.00	5.20	15.98	9.52	30.76	485.56	509.87
18+25.00	5.81	14.10	10.01	27.60	495.85	538.72
18+50.00	10.32	7.86	22.45	20.34	516.42	569.11
18+75.00	16.45	12.21	31.03	18.40	535.45	517.51
19+00.00 to 18+75.00	12.59	14.63	27.04	34.78	570.43	242.29
19+25.00	9.14	17.47	21.48	20.59	591.98	371.88
19+50.00	1.23	33.27	9.90	41.55	602.47	814.43
19+75.00 to 19+50.00	7.54					



Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Commutative Fill Vol	Commutative Cut Vol
300+00.00	40.35	0.02	0.00	0.00	0.00	0.00
300+50.00	12.60	5.83	49.03	5.82	49.03	5.82
301+00.00	5.76	17.17	16.88	16.84	63.91	22.06
301+50.00	11.72	7.81	16.42	16.46	80.33	40.52
302+00.00	5.63	4.02	6.07	19.85	96.40	51.47
302+50.00	7.68	6.51	12.51	9.76	110.91	61.23
303+00.00	10.23	4.39	16.82	10.19	127.73	71.34
303+50.00	9.69	6.85	18.95	10.38	146.68	81.65
304+00.00	9.65	10.88	17.91	16.52	164.59	98.23
304+50.00	5.61	14.17	17.86	17.76	182.45	116.09
305+00.00	22.59	14.00	22.97	22.96	205.43	140.84
305+50.00	8.11	3.51	28.86	16.10	234.69	156.76
306+00.00	6.06	4.97	1.43	0.78	236.12	157.53



Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
400+00.00	1.68	0.00	0.00	0.00	0.00	0.00
402+50.00	9.00	0.00	9.89	0.00	9.89	0.00
405+00.00	3.25	0.00	17.00	0.00	26.89	0.00
407+50.00	1.94	10.46	0.00	0.00	37.35	0.00
409+75.00	0.23	0.03	1.10	0.01	38.45	0.01



WASCOB 1 PROFILE & SECTIONS
CHRIS CUDDY
PROJECT NO. LD25-19

DATE:	FEB 2026
SCALE:	1:30
DRAWN BY:	JDB
CHECKED BY:	STR
PROJ.MGR:	---
17 SHEETS	

17 SHEETS

11

EXHIBIT 1

[illegible]

CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
LAKE DECATUR WATERSHED
FARMLAND CONSERVATION PROGRAM
(217)424-2834 WATERSHED@DECATUR.IL.GOV





Design: STR	 United States Department of Agriculture	PARABOLIC WATERWAY PLAN	File No. IL-ENG-27P
Date: FEB 2026 Drawn: M. Quinones Date: SEPT 2014			

SEEDING PERIOD: Late winter to 5/15, 8/1 to 9/10*

* Late summer seeding date may be extended five (5) days if mulch is applied

1. Bulk seed rate = pure live seed (PLS) rate divided by % PLS
2. Planted prior to August 15
3. Late Summer or fall

[illegible]

CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
LAKE DECATUR WATERSHED
FARMLAND CONSERVATION PROGRAM
(217)424-2834 WATERSHED@DECATUR.IL.GOV



WASCOB DETAIL
CHRIS CUDDY
PROJECT NO. LD25-19

DATE:	FEB 2026
SCALE:	1:30
DRAWN BY:	JDB
CHECKED BY:	STR
PROJ.MGR:	

17 SHEETS

4

EXHIBIT 1

[illegible]

*Includes Settlement Allowance

[illegible]

CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
LAKE DECATUR WATERSHED
FARMLAND CONSERVATION PROGRAM
(217) 424-2834 WATERSHED@DECATUR.IL.GOV



ROCK CHUTE DETAIL

ATE:	FEB 2026
CALE:	1:30
RAWN BY:	JDB
CHECKED BY:	STR
ROJ.MGR:	

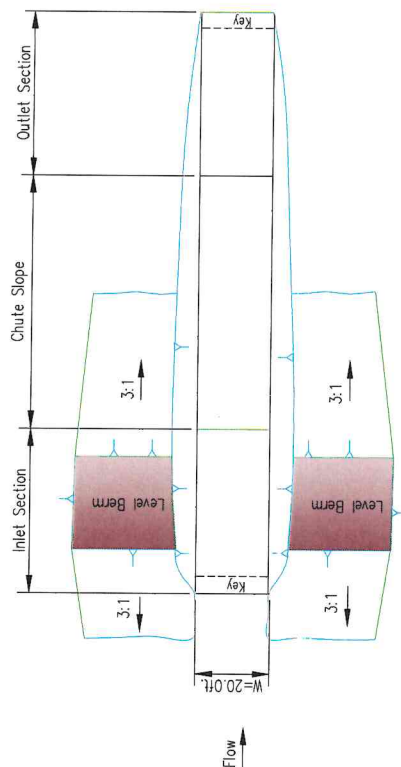
17 SHEETS

16

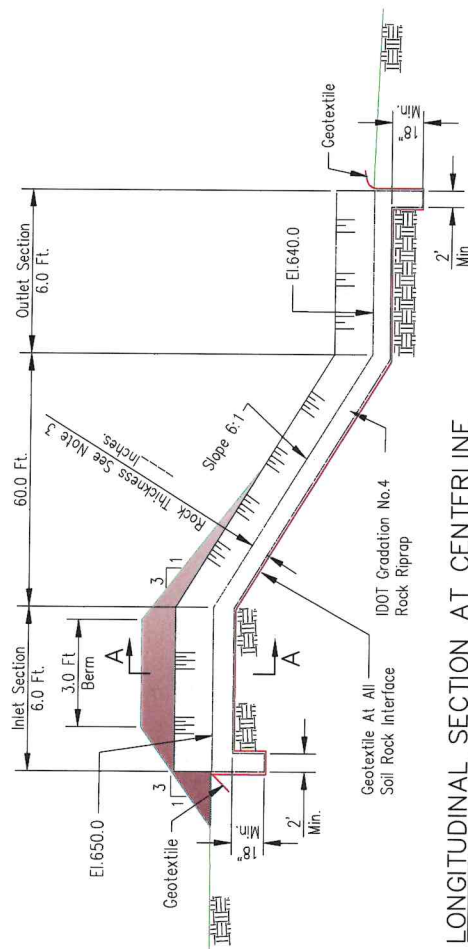
EXHIBIT 1

- CONSTRUCTION NOTES:
1. This standard drawing does not apply to rock outlets with two feet or less of overfall.
2. Rock size shall be IDOT Quality Designation A Gradation No. 4.
3. Minimum rock depth is 1.5 times the D_{50} riprap size or 18 inches which ever is greater.
4. Geotextile fabric shall extend around the upstream and downstream cutoff trenches, shall be keyed into upstream of the upper cutoff trench. Any splices shall overlap a minimum 24 inches, with upstream upslope geotextile overlapping the abutting down slope geotextile.
5. The rock shall be compacted with the placement equipment to increase in-place density. The complete job shall be present a workmanlike finish.

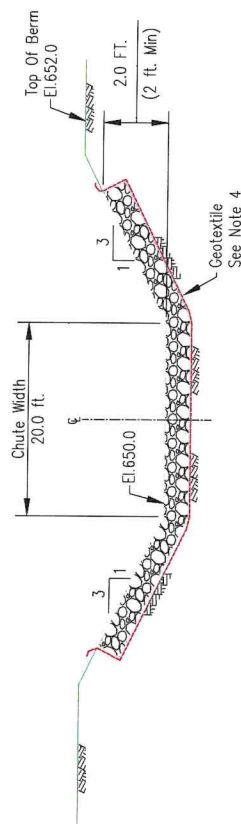
APPROXIMATE RIP RAP QUANTITY: 233 TONS R4



PLAN VIEW



LONGITUDINAL SECTION AT CENTERLINE



Design: STR Date: FEB 2026 Drawn: M. Quinones Date: JUN 2014	 United States Department of Agriculture	ROCK RIPRAP CHUTE	File No. IL-ENG-184
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USDA United States Department of Agriculture
Natural Resources Conservation Service
Practice Specification
Grassed Waterway (Code 412)

Scope
The work shall consist of excavation and earthfill, along with furnishing and installing all materials for the grassed waterway as shown on the drawings and specified herein.

Utilities
The contractor shall be responsible for locating all buried utilities in the project area, including drainage tile and other structural measures.

General
Construction operations shall be carried out in a manner and sequence that erosion and air and water pollution are minimized and held within legal limits.

The completed job shall present a workable appearance and shall conform to the line, grades, and elevations shown on the drawings or as stated in the field.
All operations shall be carried out in a safe and skillful manner. Safety and health regulations shall be observed and appropriate safety measures used. Contractor shall be assured that all state laws concerning buried utilities have been met.

When the water is used (rock delivery tickets, geotextile bags, seed bags, photographs of pipe laying, etc.) shall be used.
All trees, stumps, brush and debris shall be removed from the site and disposed of so that they will not interfere with construction or proper functioning of the waterway. They shall not be deposited or buried in a draw.

Sealing Topsoil
Where establishment of vegetation is determined to be a serious problem on subject, stockpile the best available soil for reseeding uniformly over the waterway area after grading.

Construction
Deposit the soil removed from the waterway where it will not interfere with the flow of water into the waterway. The soil shall be compacted and the waterway shall be graded to prevent uneven settlement that would cause damage in the completed waterway.

Tolerances
Vegetate the waterway as soon as possible.

Construct the waterway to the specified width and depth. A parabolic waterway may be initially constructed as a trapezoid and then finished to the required shape. The center of the waterway shall be the center of the topsoil pile with tolerances shall be maintained and vegetated. Refer to IL EPH 5-10, Section 200.655 (1) E. Sub 5. Grassed Waterway and Surface Drain Tolerances.

Dimension	Minimum (minus)	Maximum (positive)
Bottom Grade (design -0.5%)	-0.1% with no grade reversal	+0.2% with no grade reversal
Bottom Grade (design 0.5%-2.0%)	-0.2% with no grade reversal	+0.3% with no grade reversal
Bottom Grade (design -2.0%)	-0.5% with no grade reversal	+0.5% with no grade reversal
Slope Slope - Trapezoidal Waterway (deviation from design slope line)	-0.2 ft.	+0.2 ft.
Quarter Point Depth	-0.2 ft.	+0.2 ft.

NRCS, IL SPECIFICATION - Page 1 of 3 August 2021

USDA United States Department of Agriculture
Natural Resources Conservation Service
Operation & Maintenance Plan
Grassed Waterway (Code 412)

Landowner/Operator:
NRCS Service Center:
Practice Location:
(Lat/Long or UTM Coord. or Sect/TSR)
Dater:
Conservation District:
Tract/Field ID:

Expected Lifespan
The minimum expected lifespan of this practice is at least 10 years(s).

Follow the operation and maintenance plan below to keep your grassed waterway functioning as intended:

- Establish a maintenance program to maintain waterway capacity, vegetative cover, and outlet stability. Vegetation damaged by machinery, herbicides, or erosion must be repaired promptly.
- Concentrate flow by using duration of runoff or mechanical means of stabilization, such as an erosion control mat, straw, or other similar, etc., to stabilize grass during vegetation establishment as necessary.
- After vegetation is established, remove any temporary measures, such as elevations or all fences, that were installed so as to not interfere with design flow.
- Monitor waterway regularly, especially following heavy rains. Fill compact and reseed damaged areas immediately. Remove sediment deposits to maintain capacity of grassed waterway.
- Vegetation damaged by machinery, herbicides, or erosion must be repaired promptly.
- Maintain waterway by excluding livestock whenever possible, especially during wet periods. Permit grazing in the waterway only when a controlled grazing system is being implemented.
- Avoid use of herbicides that would be harmful to the vegetation in and adjacent to the waterway area.
- Avoid using waterways as turn-rows during tillage and cultivation operations. Maintain constructed waterway as a permanent drainage equipment property. Avoid turning operations along the direction of the waterway.
- Mow or periodically graze vegetation to maintain capacity and reduce sediment deposition. The designed height of the vegetation is from _____ inches to _____ inches. Conduct mowing to avoid peak mowing seasons and reduced winter cover.
- Apply annual sediment treatments as needed to maintain the desired species composition and stand density of the waterway.
- Control noxious weeds.
- Do not use the waterway as a field road. Avoid crossing with heavy equipment when wet.
- Repair all broken subsurface drain lines adjacent to or in the waterway.

Permanent Seeding: Conventional Method
Spread lime and fertilizer uniformly and work it into the soil to a depth of 2-4 inches with a disk or similar equipment, leaving a firm seedbed. Free of large clods, stones, or debris, immediately prior to seeding. Apply seed uniformly at a depth of 1/4 to 1/2 inch with a drill or cultipacker-type seeder or broadcast and cover with straw or hay bale disks, tiller fences, or runoff diversion to protect the vegetation until it is established. Use a temporary vegetative cover during midsummer or after the fall seeding period to stabilize the permanent grass mixture can be seeded. Remove the stabilizing crop prior to permanent seeding.

Hydroseeding
Seed, fertilizer, lime and mulch may be applied together. Hydrated lime may not be used in the slurry mix. Slurry mixes will have no more than 125 lb. solids per 100 gallons of water. Minimum pH shall be 6.0 when inoculated legumes are included.

Mulch and Anchoring
If mulch is required, it shall be applied uniformly and shall be anchored. Hay or straw may be anchored if mulch is required. The mulch shall be anchored in the waterway. A 1x2' mesh hold-down netting. Commercial mulch products such as erosion net, geotextile blankets, or jute will be anchored as specified by the manufacturer.

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If mulch is required, it shall be applied uniformly and shall be anchored. Hay or straw may be anchored if mulch is required. The mulch shall be anchored in the waterway. A 1x2' mesh hold-down netting. Commercial mulch products such as erosion net, geotextile blankets, or jute will be anchored as specified by the manufacturer.

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CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
LARRY K. ANDERSON, CLAY
LAKE DECATUR WATERFISH
FARMLAND CONSERVATION PROGRAM
(217)424-2834 WATERSHED@DECATURL.GOV



NRCS SPECS & MAINTENANCE
CHRIS CUDDY
PROJECT NO. LD25-19

DATE: FEB 2026
SCALE: 1"=30'
DRAWN BY: JDB
CHECKED BY: STR
PROJECT NO.: LD25-19
17 SHEETS

17

EXHIBIT 1

EXHIBIT 2

LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM

PROJECT EXPENSES AND REIMBURSEMENT SCHEDULE

Owner Name: Flatland Farms Craycroft LLC Project Number: LD 25-19
 Owner Address: 2560 Lake Reunion Parkway
Decatur, IL 62521

Name and Address of Contractor	Bid Price
Eric Vieback & Son Excavating and Trucking INC	\$ 37,119.00

Owner will not allow any work to begin prior to both parties' approval of this Agreement.

Owner will not be reimbursed for more than the City Reimbursement to Owner excluding any approved change order. Owner understands that a change order, if deemed necessary, must be approved in writing by the City prior to the start of any change order. A contingency has been added for minor change orders.

<u>\$ 37,119.00</u>	+	<u>\$ 7,423.80</u>	=	<u>\$ 44,542.80</u>
Bid Price		20% Contingency		Total Not to Exceed

Owner Reimbursement:	<u>\$ 44,542.80</u>	x 90% =	<u>\$ 40,088.52</u>
	Total Project Cost		Maximum City Reimbursement

**MEMORANDUM OF LAKE DECATUR WATERSHED FARMLAND
CONSERVATION PROGRAM AGREEMENT**

THIS MEMORANDUM WITNESSETH that Flatland Farms Craycroft LLC, OWNER, and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation, CITY, have entered into a Lake Decatur Watershed Farmland Conservation Program Agreement for the protection of Lake Decatur watershed, soil erosion control, nutrient management and water quality improvement affecting the following described premises situated in Macon County, Illinois, to-wit:

Legal Description:

Parcel 1: The East 1/2 of the Southeast 1/4 of Section Thirty-six (36), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., EXCEPT the West 1 rod thereof, AND EXCEPT the North 40 acres thereof, and referenced as Tract 1 on Plat of Survey dated October 14, 2019 and revised October 16, 2019 and prepared by Robert M. Cox, Illinois Professional Land Surveyor No. 3779. Situated in Macon County, Illinois.

Parcel 2: The Southeast 1/4 of the Northeast 1/4 of Section Thirty-six (36), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., EXCEPT the South 31.27 rods of the West 38.36 rods thereof, and EXCEPT the North 882 feet of the West 530 feet thereof, AND EXCEPT the North one rod thereof, and referenced as Tract 3 on Plat of Survey dated October 14, 2019 and revised October 16, 2019 and prepared by Robert M. Cox, Illinois Professional Land Surveyor No. 3779. Situated in Macon County, Illinois.

Parcel 3: A part of the East 1/2 of the Southeast 1/4 of Section Thirty-six (36), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., Macon County, Illinois; said part more particularly described as follows: Beginning at a point, said point being the Northeast corner of the said Southeast 1/4 of Section 36, Township 16 North, Range 2 East of the 3rd P.M.; thence South 00 degrees 00 minutes 24 seconds East (assumed bearing) along the East line of the said Southeast 1/4 of Section 36, 1345.39 feet; thence South 89 degrees 33 minutes 05 seconds West, 1295.21 feet to a point on the East Right of Way line of County Highway No. 31; thence North 00 degrees 00 minutes 00 seconds East along the said East Right of Way of County Highway No.31, 1345.39 feet to a point on the North line of said Southeast 1/4 of Section 36; thence North 89 degrees 33 minutes 05 seconds East along the said North line of the Southeast 1/4 of Section 36, 1295.05 feet to the point of beginning, and referenced as Tract

EXHIBIT 3

5 on Plat of Survey dated October 14, 2019 and revised October 16, 2019 and prepared by Robert M. Cox, Illinois Professional Land Surveyor No. 3779. Situated in Macon County, Illinois.

Parcel 4: The West 50 rods of the Southwest 1/4 of Section Thirty-one (31), Township Sixteen (16) North, Range Three (3) East of the 3rd P.M., and referenced as Tract 2 on Plat of Survey dated October 14, 2019 and revised October 16, 2019 and prepared by Robert M. Cox, Illinois Professional Land Surveyor No. 3779. Situated in Macon County, Illinois.

AND

The West 50 rods of the Southwest 1/4 of the Northwest 1/4 of Section Thirty-one (31), Township Sixteen (16) North, Range Three (3) East of the 3rd P.M., lying South of Craycroft at Southlake, as per Plat recorded in Book 1832, Page 656 in the records of the Recorder's Office of Macon County, Illinois, and referenced as Tract 4 on Plat of Survey dated October 14, 2019 and revised October 16, 2019 and prepared by Robert M. Cox, Illinois Professional Land Surveyor No. 3779. Situated in Macon County, Illinois.

Situated in Macon County, Illinois. ("Property")

EXHIBIT 3

Said Agreement is for a term beginning on date of completion of Projects which is _____ day of _____, 20____ and terminating twenty-five years from said date for all retention structures and ten years from said date for all other land adjustments, conservation projects and cropping or management projects and has been signed by the Parties. This Agreement and covenants and responsibilities contained in the Agreement shall extend to and be obligated upon the parties' respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto.

Dated this _____ day of _____, 20____.

OWNER: FLATLAND FARMS CRAYCROFT LLC

Signed by:
BY: Chris Cuddy
E702EC339895469
Authorized Signator

CITY OF DECATUR, ILLINOIS

BY: _____
City Manager

PREPARED BY AND RETURN TO:

SHANE RAVELLETTE
1155 S. Martin Luther King Jr. Drive
Decatur, IL 62521

LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM

**DEPRECIATION SCHEDULE OF OWNER REIMBURSEMENT TO THE CITY FOR
UNAUTHORIZED REMOVAL OR FAILURE TO MAINTAIN**

Owner Name: Flatland Farms Craycroft LLC Application Number: LD25-19

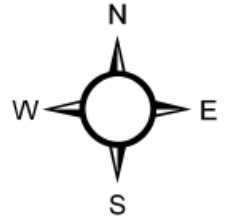
\$ 44,542.80 \$ 40,088.52
Total Project Cost Maximum City Reimbursement to Owner

Year	Amount of Reimbursement Due
2026	\$40,088.52
2027	\$36,079.67
2028	\$32,070.82
2029	\$28,061.96
2030	\$24,053.11
2031	\$20,044.26
2032	\$16,035.41
2033	\$12,026.56
2034	\$8,017.70
2035	\$4,008.85
2036	\$0.00



Chris Cuddy Waterway & WASCOBs

Lake Decatur Watershed Project LD25-19



City of Decatur, Illinois
Water Production Division

Council Memo
Public Works Department
No. 2026-47

DATE: 5/4/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Matt Newell, Director of Public Works
Robert Weil, Water Production Manager
Jennifer Gunter, Watershed & Lake Manager

SUBJECT:

Resolution Amending Grant Agreement Between the State of Illinois, Illinois Environmental Protection Agency and the City of Decatur

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolution authorizing a time extension for a previously approved grant agreement for the implementation of watershed projects between the State of Illinois, Illinois Environmental Protection Agency and the City of Decatur. The previously approved agreement provided for the City to receive \$349,665.01 in Federal funds and with a City match of \$253,110.00.

BACKGROUND:

The City of Decatur is an active participant in the Section 319 Nonpoint Source Pollution Control program. The Water Production staff applies for these annually to help implement best management practices (BMPs) and create subwatershed resource plans in the Upper Sangamon River (Lake Decatur) watershed to reduce nonpoint source pollution, the amount of soil entering the lake, and improve the lake's water quality. The subject grant agreement is the third round of 319 funding since the dredging project was completed, bringing the total funds received from the State to about \$750,000.

The original grant was expected to start on February 2, 2025, and be completed by December 31, 2026. This amendment is extending the effective end date to June 30, 2027. This extension is due to the drought this past summer which kept the contractor from completing the shoreline stabilization project. Another factor is that the Kirtland Snake, an endangered species, was identified on one of the projects and extra time is needed to ensure it is properly protected.

LEGAL REVIEW: The agreement documents were submitted to the Legal Department for review on April 22, 2026.

PRIOR COUNCIL ACTION:

The City Council authorized the original grant agreement on January 21, 2025.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

Illinois EPA

STAFF REFERENCE: Matt Newell, Public Works Director; Robert Weil, Water Production Manager; Jennifer Gunter, Watershed and Lake Manager. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: There is no change to the grant amount or cost share. The only change to the grant agreement is the ending date.

ATTACHMENTS:

1. 2026-47 Resolution Amending Grant Agreement between State of IL, IEPA and the City of Decatur

RESOLUTION NO. _____

**RESOLUTION AMENDING GRANT AGREEMENT BETWEEN THE STATE OF
ILLINOIS, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND THE CITY
OF DECATUR**

WHEREAS, the improvement of Lake Decatur water quality is essential to public health, safety and welfare; and,

WHEREAS, the State of Illinois, Illinois Environmental Protection Agency has the authority to make such grants and makes funds available for improving Lake Decatur water quality; and,

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

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

Section 1. That the Amended Grant Agreement, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and State of Illinois, Illinois Environmental Protection Agency, and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute said Amended Grant Agreement between the City of Decatur, Illinois and the State of Illinois, Illinois Environmental Protection Agency.

PRESENTED AND ADOPTED this 4th day of May 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

AMENDMENT TO THE GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, ENVIRONMENTAL PROTECTION AGENCY

AND

CITY OF DECATUR

The State of Illinois (State), acting through the undersigned agency (Grantor) and

CITY OF DECATUR

(Grantee)

(collectively, the "Parties" and individually, a "Party") agree that this Amendment (Amendment) will amend the Grant Agreement (Agreement) referenced herein. All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

The Parties or their duly authorized representatives hereby execute this Amendment.

Illinois Environmental Protection Agency

City of Decatur

By: _____Signature of James Jennings, Title Acting Director**By:** N/A

Signature of Designee

Date: _____Printed Name: N/APrinted Title: N/A

Designee

By: _____

Signature of Second Grantor Approver, if applicable

Date: _____Printed Name: Andrew ArmstrongPrinted Title: Chief Legal Counsel

Second Grantor Approver

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____Printed Name: Max PallerPrinted Title: Chief Financial Officer

Third Grantor Approver

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

Email: _____

By: _____

Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Email: _____

Second Grantee Approver
(optional at Grantee's discretion)

ARTICLE I

AWARD AND AMENDMENT INFORMATION AND CERTIFICATION

1.1. Original Agreement. The Agreement, numbered 25-0378-3192301, has an original term from 02/05/25 to 12/31/26.

1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark N/A if none):
Amendment Number: N/A, Effective Date: N/A

1.3. Current Agreement Term. The Agreement expires on 12/31/26, unless terminated pursuant to the Agreement.

1.4. Item(s) Altered. Identify which of the following Agreement elements are amended herein (check all that apply):

- | | |
|---|--|
| ☐ Exhibit A (Project Description) | ☒ Award Term |
| ☒ Exhibit B (Deliverables/Milestones) | ☐ Award Amount |
| ☐ Exhibit C (Contact Information) | ☐ PART TWO (Grantor-Specific Terms) |
| ☐ Exhibit D (Performance Measures/Std.s.) | ☐ PART THREE (Project-Specific Terms) |
| ☐ Exhibit E (Specific Conditions) | ☐ Budget |
| | ☐ Funding Source |
| | ☐ Other (specify): _____ |

1.5. Effective Date. This Amendment shall be effective upon execution. If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.

1.6. Certification. Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. 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 the Agreement and repayment of all Grant Funds.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

AMENDMENTS

ARTICLE II

2.1. Term Changes. Term. This Agreement is effective on 2/5/2025 and expires on 6/30/2027 (the Term), unless terminated pursuant to this Agreement.

2.2. Exhibit B Changes. Exhibit B is replaced by the attached updated Exhibit B.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT B
DELIVERABLES OR MILESTONES

<u>Description</u>	<u>Completion Date</u>
PROJECT COORDINATION	
1. Project Coordination	September 30, 2026
BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION	
2. BMP Documentation Form (Part 1) and Design	August 1, 2026
O&M Plan	August 1, 2026
Sign Design	August 1, 2026
Landowner Agreement	August 1, 2026
Last Day to Start Implementation of BMP(s)	September 1, 2026
Complete Implementation of BMPs	December 31, 2026
BMP Documentation Form (Part 2) w/Invoices and Photo Documentation	March 31, 2027
WATERSHED-BASED PLANNING STRATEGY	
3. Draft WBP Strategy	January 15, 2025
Final WBP Strategy	March 15, 2025
Complete Implementation of WBP Strategy	August 15, 2026
PROJECT REPORT	
4. Project Report	March 31, 2027
OTHER DIRECTED ACTIVITIES	
5. Periodic Performance and Financial Reports	Quarterly as stipulated
Annual Financial Reports	Annual as stipulated

RESOLUTION NO. R2025-011

**RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT
BETWEEN THE STATE OF ILLINOIS, ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY AND THE CITY OF DECATUR**

WHEREAS, the improvement of Lake Decatur water quality is essential to public health, safety and welfare; and

WHEREAS, the State of Illinois, Illinois Environmental Protection Agency has the authority to make such grants and makes funds available for improving Lake Decatur water quality; and

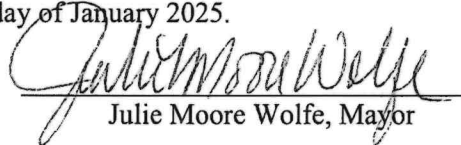
WHEREAS, grants for said funds will impose certain obligations upon the recipient.

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

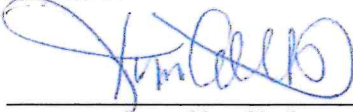
Section 1. That the Grant Agreement, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and State of Illinois, Illinois Environmental Protection Agency, and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute said Grant Agreement between the City of Decatur, Illinois and the State of Illinois, Illinois Environmental Protection Agency.

PRESENTED AND ADOPTED this 21st day of January 2025.


Julie Moore Wolfe, Mayor

ATTEST:



City Clerk



**GRANT AGREEMENT
BETWEEN**

**THE STATE OF ILLINOIS, ENVIRONMENTAL PROTECTION AGENCY
AND
CITY OF DECATUR**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency and CITY OF DECATUR (Grantee)

(collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE - The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO - Grantor-Specific Terms

PART THREE - Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

Illinois Environmental Protection Agency

By: James Jennings Digitally signed by James Jennings
Date: 2025.02.05 13:24:19 -06'00'

Signature of James Jennings, Title Acting Director

By: N/A

Signature of Designee

Date:

Printed Name: N/A

Printed Title: N/A

By: Andrew Armstrong Digitally signed by Andrew Armstrong
Date: 2025.02.02 09:41:35 -06'00'

Signature of Second Grantor Approver, if applicable

Date:

Printed Name: Andrew Armstrong

Printed Title: Chief Legal Counsel

Second Grantor Approver

By:



Digitally signed by Jake Poeschel
Date: 2025.01.30 09:42:15 -06'00'

Signature of Third Grantor Approver, if applicable

Date:

Printed Name: Jacob Poeschel

Printed Title: Chief Financial Officer

Third Grantor Approver

By:

Signature of Fourth Grantor Approver, if applicable

Date:

Printed Name:

Printed Title:

Fourth Grantor Approver

City of Decatur

By: 
Signature of Authorized Representative

Date: Jan 22, 2025

Printed Name: Julie Moore Wolfe

Printed Title: Mayer

Email: Jmoore-wolfe@decaturil.gov

By:

Signature of Second Grantee Approver, if applicable

Date:

Printed Name:

Printed Title:

Email:

Second Grantee Approver
(optional at Grantee's discretion)

PART ONE - THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

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

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

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

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

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

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

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

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

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

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

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

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

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

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

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

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

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on execution and expires on 12/31/2026 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) ☒ must not exceed or ☐ are estimated to be \$349,665.01, of which \$349,665.01 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): The Grantee shall receive \$349,665.01 under this Agreement.

TOTAL PROJECT COST: \$ 602,775.01
Grantor Share: \$ 349,665.01 58% of Total project cost
Grantee Share: \$ 253,110.00 42% of Total Project cost

The specific terms of payment are:

The estimated project costs allowable under this Agreement are identified in the Budget incorporated herein as an Attachment 1.

Federal funding shall make up no part of the Grantee's share of the total project cost and that the Grantee's Share shall be used exclusively for this project. The Grantee's Share for this project shall not be used to match or financially qualify for any other federal grant. Illinois state sales tax is not eligible for reimbursement or as match. The Grantee must not exceed the Illinois Department of Central Management Services Travel Reimbursement Schedule for mileage, per diem/meals, and lodging.

The Grantor's financial obligations to the Grantee are limited to the amount of funding identified as "Grantor Share" in this Agreement. All Grantee costs and match must be incurred within the Agreement Term. If the Grantee incurs costs in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Payment requests submitted by the Grantee must be for the reimbursement of incurred costs. Advanced payment is not allowed. Requests for payment must be submitted by the Grantee's authorized representative no more frequently than once per month. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the Grantor no later than August 1st of that year; otherwise the Grantee may have to seek payment through the Illinois Court of Claims. Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Grantor. The requests for payment shall be submitted to:

Illinois Environmental Protection Agency
Attention: Fiscal Service
EPA.FiscalServ@Illinois.gov
P.O. Box 19276; Mail Code #2
Springfield, Illinois 62794-9276

The Grantor may withhold payment to the Grantee if the Grantee's progress in completing the Performance Measures contain in Exhibit D of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to file required reports. The Grantor retains the right to withhold ten (10) percent of the Grantor Share until all products outlined in Exhibit D (Performance Measures) of this Agreement are submitted and approved by Grantor.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement. Unless otherwise provided in the Agreement or in

another writing executed by both the Grantor and the Grantee, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by the Agreement.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 9950023, the federal awarding agency is United States Environmental Protection Agency, the Federal Award date is 9/15/2023. If applicable, the Assistance Listing Program Title is Section 319(h) – Nonpoint Source Pollution Control Financial Assistance Program and Assistance Listing Number is 66.460. The Catalog of State Financial Assistance (CFSA) Number is 532-60-0378 and the CSFA Name is Nonpoint Source Pollution Control. If applicable, the State Award Identification Number (SAIN) is 0378-5620.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and HCL3MP6L8XV5 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 376001308 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

3.4. **Representations and Use of Funds.** 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 must 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 will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph 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.

(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 2012 (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.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or 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 employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

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

(g) **Drug-Free Workplace.** 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 will 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 if it is a recipient of federal pass-through funds, it is in compliance with government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

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

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

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

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

(l) **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 must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, 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.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **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 subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750-Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

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

ARTICLE IV PAYMENT REQUIREMENTS

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 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 must 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 Paragraph will be effective upon the date of the written notice unless otherwise indicated.

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

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

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

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

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant 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 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. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

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

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

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

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

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 is 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 AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

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

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

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

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

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 will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

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

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

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

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

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

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

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

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

statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the de minimis rate as set forth in CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the de minimis Indirect Cost Rate. 2 CFR 200.414(f).

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

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

7.5. 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 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must 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 Grantee's organization.

(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 E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must 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 Award, 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 must 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 Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability 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**. Grantee must maintain records of expenditures 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 must 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.

7.6 **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).

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

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature 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. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal 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.

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

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois 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.

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

8.6. **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 will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX

MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must 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, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. 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 will monitor the activities of Grantee to assure compliance with all requirements including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

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

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will 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 Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.1.1.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

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

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. 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.

ARTICLE XII AUDIT REQUIREMENTS

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

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

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

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

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

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

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, 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 E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) or more in State-issued Awards, 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 must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

12.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must

follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(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 Award; or

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

13.2. 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 allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures

regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. 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 Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

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

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must 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 Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) 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 prematurely. 2 CFR 200.343.

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

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for 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 subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV

NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must 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).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI

STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree 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 must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide 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. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII

CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35. 1.1.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee 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 Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. 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, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

18.3. 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, the cost of which 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 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in 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. Grantee must 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.

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

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must 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]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must 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 must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must 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**.

20.2. 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 must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must 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 must 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 is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. 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 the other 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 is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. 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 Illinois Executive Order 15-09.

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

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

22.4. 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.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed 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.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are 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.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must 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).

22.10. 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 controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(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.

22.11. 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 control. 30 ILCS 708/80.

22.12. Headings. Articles 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.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are 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 are deemed original for all purposes.

22.14. 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, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of 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 XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

This project will implement best management practices (BMPs) recommended in the Lake Decatur Bluffs and Wildcat Creek and Friends Watershed-based plans (HUC 0713000604) to reduce nonpoint source pollution to protect water quality. BMPs will include shoreline stabilization using breakwater stabilization techniques, stream channel stabilization using riffles, and 5.8 acres of wetland creation and/or restoration. The wetland projects will include: 1) one project that re-connects stream to its floodplain using large stream riffles which will enhance up to 2 acres of wetland on private ground adjacent to Lake Decatur; 2) 2 acres of wetland creation/restoration will be on city-owned land in the Friends Creek subwatershed on a small unnamed tributary to Friends Creek involving re-directing tile flow and surface runoff into an existing basin/cell system and retrofit the basin with a series of water control structures; and 3) 1.8 acres of wetland creation near Allerton Park in the Wildcat Creek subwatershed.

This project will also develop a watershed-based plan for the 29,733 acre Big/Long Creek watershed which is made up of Big Creek-Long Creek watershed (HUC 071300060409) and Long Creek watershed (HUC 071300060406). This plan will be consistent with the USEPA watershed-based plan guidance found in Appendix C of the Nonpoint Source Program and Grants Guidelines for States and Territories dated April 12, 2013 (as revised). The watershed planning process will include planning meetings and one-on-one landowner outreach.

• OUTPUTS:

- o 1 updated Illinois-EPA approvable watershed-based plan for Big Creek Watershed and Long Creek Watershed that meets the nine key elements of a watershed-based plan including:
 - ☐ Planning meetings
 - ☐ One-on-one landowner outreach
- o 2,145 linear feet of shoreline stabilization
- o 5.8 acres of wetland creation
- o 1,500 linear feet of streambed stabilization (approximately 6 riffles)

• OUTCOMES:

- o Water quality protection of Lake Decatur (IL_REA), Sangamon River (IL_E-95), Wildcat Creek-Sangamon River (IL_EZS), Shiloh Chapel-Friends Creek (IL_EV-02), Long Creek (IL_EUA-01), and Big Creek (IL_EU-01) in the Lake Decatur-Sangamon River watershed (0713000604)
- o Annual pollutant load reductions: 556 pounds of phosphorus; 3,639 pounds of nitrogen; and 506 tons of sediment
- o Future implementation of the watershed-based plan recommendations.
- o Water quality restoration of waterbodies in the Lake Decatur watershed.

EXHIBIT B

DELIVERABLES OR MILESTONES

Description	Completion Date
PROJECT COORDINATION	
1. Project Coordination	September 30, 2026
BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION	
2. BMP Documentation Form (Part 1) and Design	June 1, 2025
O&M Plan	June 1, 2025
Sign Design	June 1, 2025
Landowner Agreement	June 1, 2025
Last Day to Start Implementation of BMP(s)	March 1, 2026
Complete Implementation of BMPs	June 1, 2026
BMP Documentation Form (Part 2) w/Invoices and Photo Documentation	June 30, 2026
WATERSHED-BASED PLANNING STRATEGY AND SELF ASSESSMENT OF PLAN	
3. Submit WBP Strategy	January 15, 2025
Complete Implementation of WBP Strategy	August 1, 2026
PROJECT REPORT	
4. Project Report	August 1, 2026
OTHER DIRECTED ACTIVITIES	
5. Periodic Performance and Financial Reports	
Annual Financial Reports	Quarterly as stipulated
Annual as stipulated	

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Rufus Ajayi

Title: Environmental Protection Specialist

Address: Bureau of Water, Nonpoint Source Unit
Mail Code #15
P.O. Box 19276
Springfield, IL 62794-9276

Additional Information

GRANTEE CONTACT

Name: Jennifer Gunter

Title: Watershed and Lake Manager

Address: City of Decatur
1 Gary K Anderson Plaza
Decatur, IL 62523

GRANTEE PAYMENT ADDRESS
 (if different than the address above)

Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Rufus Ajayi

Title: Environmental Protection Specialist

Address: PO Box 19276, Springfield, IL 62794

Phone: 217-782-3362

TTY#: N/A

Email Address: rufus.ajayi@illinois.gov

GRANTEE CONTACT

Name: Jennifer Gunter

Title: Watershed and Lake Manager

Address: 1 Gary K Anderson Plaza Decatur, IL

Phone: 217-424-2834

TTY#: N/A

Email Address: jgunter@decaturil.gov

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Under this Agreement, the Grantee shall complete* the following tasks.

*All submissions shall be sent to the Grantor Contact as identified in Exhibit D of this Agreement and shall be submitted electronically unless otherwise specified by the Grantor.

PROJECT COORDINATION

1. Serving as the lead agency, the Grantee shall coordinate the implementation of the nonpoint source pollution control best management practice (BMP) designs as developed and approved under Item 2 of this Agreement. The Grantee shall ensure that the designs are consistent with the goals of the 2021 Lake Decatur Bluffs Watershed Plan, the Wildcat Creek and Friends Creek Watershed-based Plan, and the Illinois' Nonpoint Source Management Program

The Grantee shall also coordinate the development of an Illinois EPA-approvable watershed-based plan for the Big Creek-Long Creek (HUC 071300060409) and Long Creek (HUC 071300060406) Watersheds.

BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION

2. The Grantee shall complete Part I of the BMP Documentation Form (Part I) and compile all design supplemental information (Design) for the BMPs identified in Exhibit A of this Agreement. The Design shall include all plans and specifications, operation and maintenance plans (O&M Plan), a description of installation and construction techniques, and materials to be used (including plant species).

The Design shall meet the requirements of at least one of the following current documents: 1) the Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual, 2) the Illinois Urban Manual, and/or 3) the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design shall be certified by a registered professional engineer or NRCS staff unless the Grantee obtains a written waiver from this certification requirement from the Grantor.

Part I and the Design shall be submitted by the Grantee to the Grantor for review and approval by June 1, 2025. Upon Grantor's request, Part I and the Design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the BMP Design is approved by the Grantor.

An O&M Plan shall be developed to ensure the long-term viability (no less than 10 years) for the BMPs implemented under this Agreement. The O&M Plan shall identify inspection needs and management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O&M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs, as well as the financial resources necessary for implementation of the O&M Plan.

The O&M Plan shall be submitted by the Grantee to the Grantor for review and approval by June 1, 2025. Upon Grantor's request, the O&M Plan shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the O&M Plan is approved by the Grantor.

The Grantee shall design a sign which acknowledges the participating agencies and identifies Section 319 of the Clean Water Act as a funding source of the project. The Grantee shall complete and submit a sign design to the Grantor for review and approval by June 1, 2025. Upon Grantor's request, the sign design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The Grantee shall erect the sign prior to the installation of the BMP(s) and for a period thereafter as mutually agreed upon by the Grantee and the Grantor.

The Grantee shall secure any necessary permits prior to the implementation of the Design developed under Item 2 of Exhibit D of this Agreement. In the event that the Grantee does not own the entire project site, the Grantee shall enter into legally binding agreements with participating landowners to ensure that the BMPs are maintained as designed and that the O&M Plans are implemented for no less than 10 years from the implementation of the BMPs. The draft landowner agreement shall be submitted by the Grantee to the Grantor for review by June 1, 2025. Upon Grantor's request, the Landowner Agreement shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The Grantee shall submit a copy of the executed agreement(s) to the Grantor prior to the implementation of the BMP.

Implementation of the BMP Designs developed in accordance with Item 2 of Exhibit D of this Agreement must begin by March 1, 2026. In the event that construction and implementation of the Designs developed in accordance with Item 2 of Exhibit D of this Agreement has not begun by March 1, 2026, the Grantee, or its Assigns, shall immediately discontinue all work on the Design implementation, unless an extension is requested by the Grantee and approved by the Grantor prior to January 15, 2026. In the event of such a discontinuation of work, limited costs incurred in association with the BMP Design will be eligible for reimbursement by the Grantor.

The Grantee shall complete the implementation of the BMPs by June 1, 2026. Upon completion of the BMPs, the Grantee shall complete and submit Part II of the BMP Documentation Form with all supporting documentation to the Grantor by June 30, 2026. Support documentation includes invoice and photographic documentation.

WATERSHED-BASED PLANNING STRATEGY AND SELF ASSESSMENT OF THE PLAN

3. The Grantee shall cause the development of a succinct Watershed-Based Planning Strategy (Strategy) to update the Big/Long Creek watershed plan as an Illinois EPA approvable Watershed-Based Plan (Plan) for the Big Creek-Long Creek watershed (HUC 071300060409) and Long Creek watershed (HUC 071300060406) of the Upper Sangamon River watershed. The Plan shall be consistent with US EPA watershed-based plan guidance found in Appendix C of the Nonpoint Source Program and Grants Guidelines for States and Territories dated April 12, 2013 (as revised) and Chicago Metropolitan Agency for Planning's "Guidance for Developing Watershed Action Plans in Illinois" dated June 2007.

The Strategy shall identify any updates needed in the existing watershed plan. See Attachment 2 for required components of a Watershed Resource Inventory. The updated plan will be developed from the existing watershed plan with input from the local stakeholders and local experts. The Plan shall include a problem statement, goals, and objectives and shall identify and assess use impairments of water resources along with the causes and sources of such impairments. Potential management practices shall be identified for prevention, remediation, restoration, and maintenance to achieve water quality and natural resource objectives. The Plan shall identify the costs and funding sources associated with implementing recommendations of the Plan. The Plan shall include an implementation schedule; description of interim, measurable milestones; public information/education component; and a monitoring component. The Plan shall contain tables identifying site-specific best management practices (BMP) recommendations along with the associated units (number, feet, acres) that should be implemented, cost of implementation, estimated pollutant load reduction, priority, and responsible

entity for each site-specific recommended BMP.

The Grantee shall perform a separate self-assessment for the final Plan developed under this Agreement using Illinois EPA's Watershed-Based Plan or Total Maximum Daily Load Implementation Plan Joint Evaluation Form (Form) to verify that all elements of a watershed-based plan required in USEPA's April 12, 2013 guidance have been met. The Form shall be completed for the watershed-based plan and submitted by the Grantee to the Grantor by August 1, 2026 unless otherwise identified in the Strategy. Upon Grantor's request, the Form shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval.

The Strategy shall be submitted by the Grantee to the Grantor by January 15, 2025. Upon Grantor's request, the Strategy shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Only minimal activities related to Watershed-Based Planning shall be started until the Strategy is approved by the Grantor. The Grantee shall complete the implementation of the Strategy by August 1, 2026.

PROJECT REPORT

4. The Grantee shall evaluate and prepare a report on the success of the Lake Decatur Water Quality Initiative Phase 3 Project in terms of water quality and NPS pollution control. The report shall document the grant agreement number, the project period, project title, tasks, implementation schedule, budget, obstacles and successes encountered during implementation of the project. For all BMP implementation developed under Item 2 of this Agreement, the report shall include pre and post conditions, pollutant load reduction amounts for sediment, phosphorus, and nitrogen, the type and location of practices, plans and specifications, the O & M Plan, a description of installation and construction techniques, and materials used (including plant species). The Project Report shall be completed and submitted by the Grantee to the Grantor for review and approval by August 1, 2026. Upon Grantor's request, the Project Report shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Upon approval, the Grantee shall submit two (2) paper copies and one (1) electronic copy of the Report to the Grantor.

PERFORMANCE STANDARDS

All products produced, and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

The Grantee shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Grantee under this Agreement. The Grantee must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Grantee will perform such services as necessary to accomplish the objectives of this Agreement, in accordance with all the terms of this Agreement.

EXHIBIT E

SPECIFIC CONDITIONS

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

Financial and Regulatory Reporting

Log indicating report submittal due dates and actual report submittal dates with explanation if late. Undertake all steps to adhere to GAAP, supply the Grantor contact with a plan for said steps, and restate all financial statements as necessary for the given fiscal year.

Corrective Action:

Grantee shall provide all required reports on-time and without error. In addition, the Grantee shall implement performance measures that tie to financial data if not currently in place. Condition may be removed upon request after one year.

PART TWO -GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
REPORTING**

23.1. Grantee shall file a Quarterly Periodic Financial Report (PFR) and Periodic Performance Report (PPR) for quarters ending March 31, June 30, September 30, and December 31, with the Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first Periodic Financial Report (PFR) and Periodic Performance Report shall cover the reporting period after the effective date of the Agreement. a Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit an annual Periodic Financial Report (PFR) for the period ending 12/31 (Grantee's Fiscal Year End date). This report should include the Grantee's entire Fiscal Year expenditures for this award. Reports must be submitted no later than 30 calendar days following the period covered by the report.

A Periodic Financial Report (PFR) and Periodic Performance Report (PPR) marked as "Final Report" must be submitted to Grantor 60 days after the end date of the Agreement. Failure to submit the required PFR and PPR reports may cause a delay or suspension of funding.

In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

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

In reference to Part One, Article XI, Item 11.1 of this Agreement, the Grantee will submit the performance report supplemental attachment using the following format. The first page will include the project title, agreement number, the period that the report covers, and a table showing the entire list of Deliverables or Milestones (Exhibit B) and all deliverables defined in the strategies developed under this grant. The table shall include the task, its scheduled completion date, and status. The remainder of the report will include the items listed in Section 11.1, plus information regarding what happened during this quarter and what is scheduled for the upcoming quarter. For projects implementing best management practices, the report will include a table of all projects, which lists the project owner, estimated date to be completed, implementation status, and comments as needed.

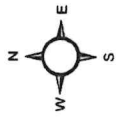
PART THREE -PROJECT-SPECIFIC TERMS

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

In reference to Part One, Article IV, Item 4.8 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter but may instead request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.



Section 319 Grant Projects 2025 Location Map



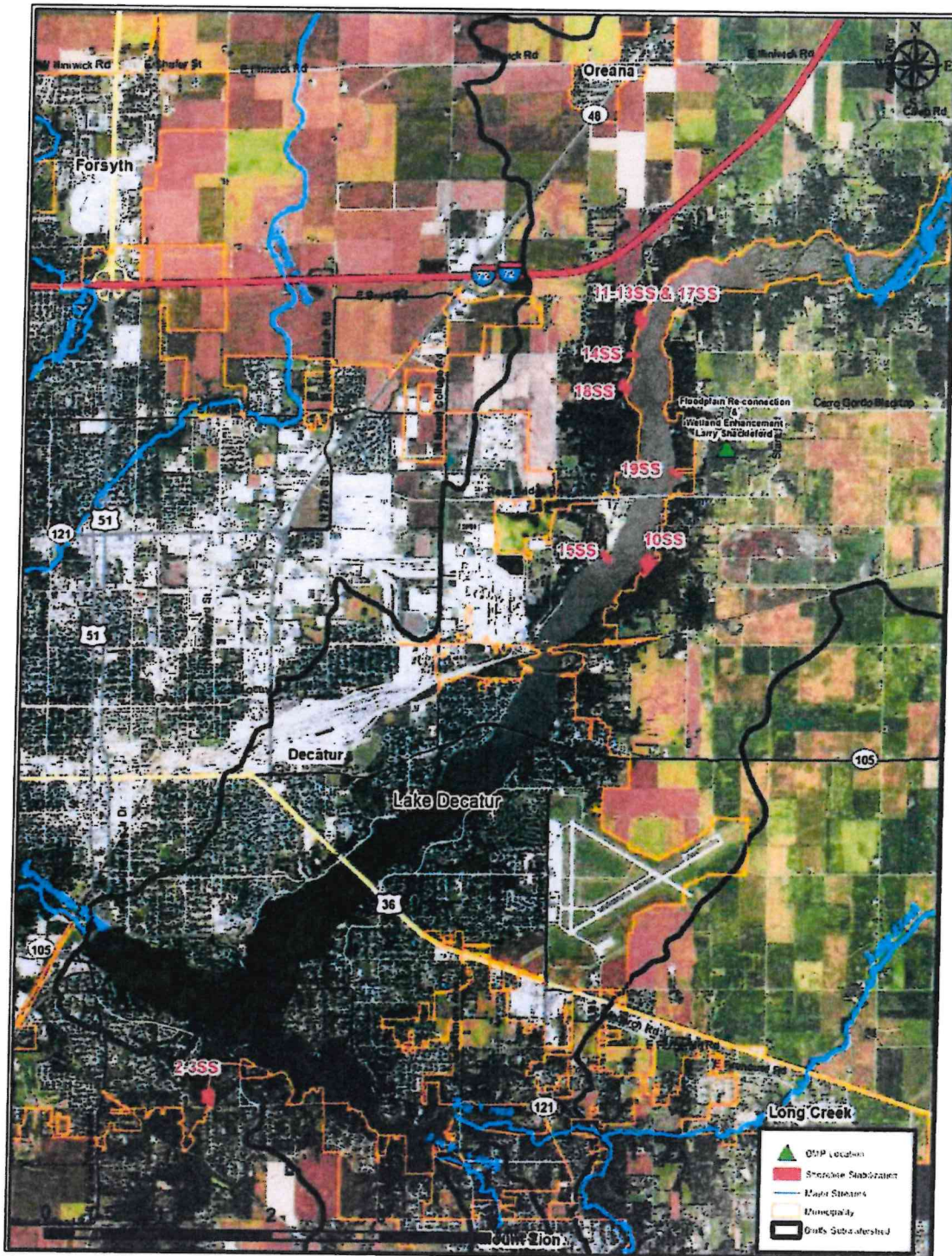


Figure 3 - BMP Locations 1

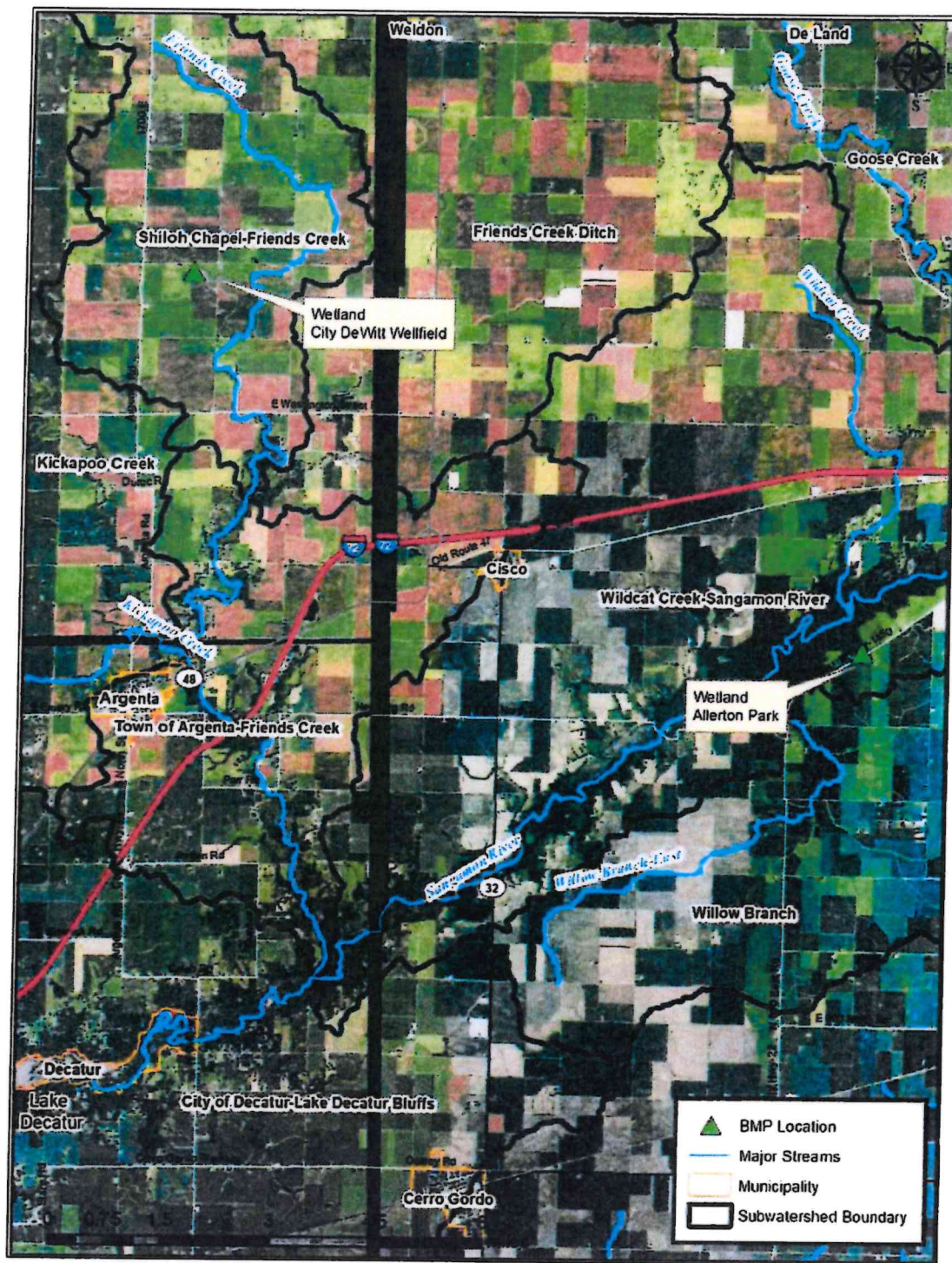
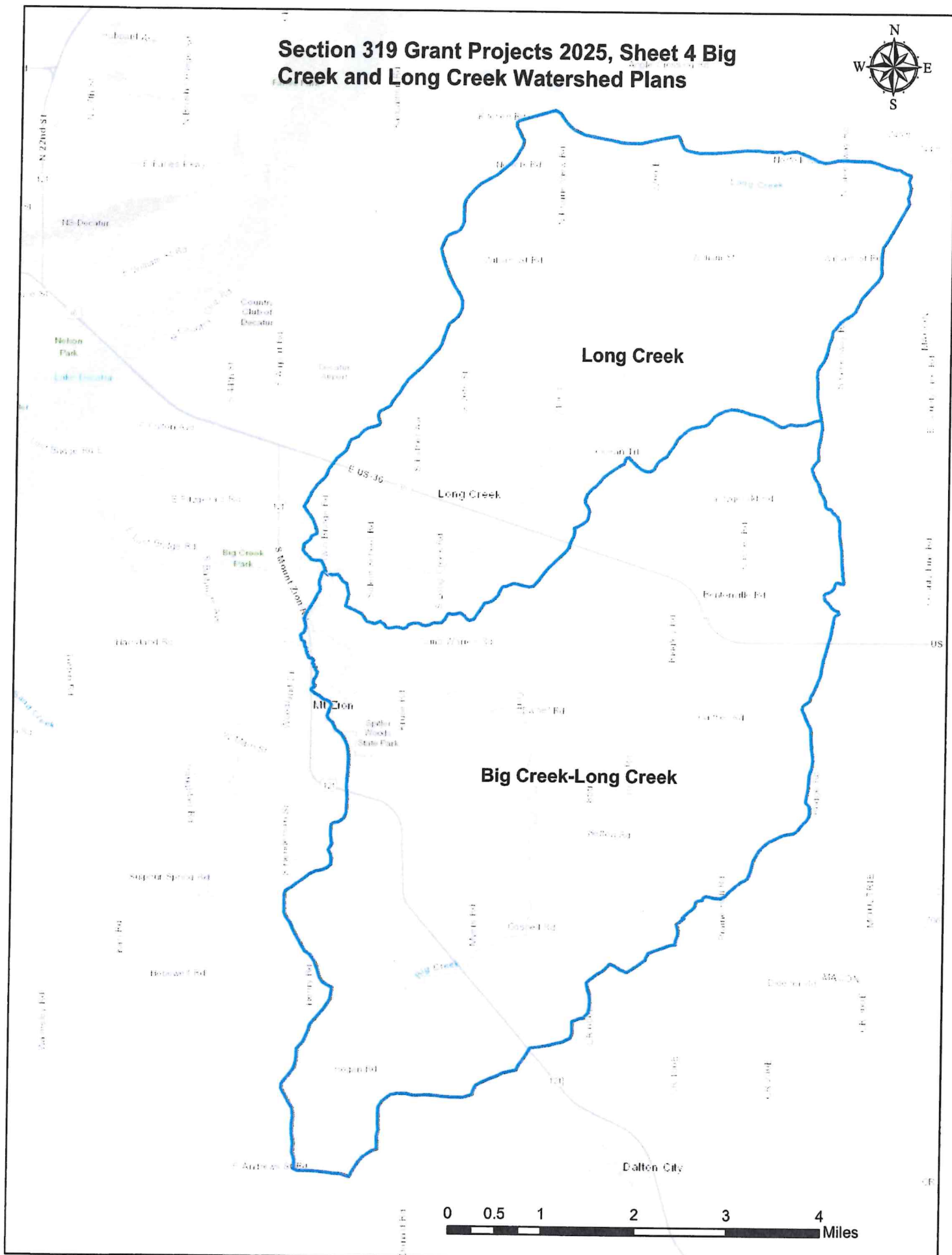


Figure 4 - BMP Locations 2



Budget**Proposed Budget Summary****Expense Budget**

	Grant Funded	Non-Grant Funded	Total Budgeted
6. Contractual Services & Subawards (2 CFR 200.318 & 200.92)			
Construction Contractor	\$307,665.01	\$205,110.00	\$512,775.01
Consulting Firm	\$42,000.00	\$28,000.00	\$70,000.00
Contractor	\$0.00	\$20,000.00	\$20,000.00
Subtotal	\$349,665.01	\$253,110.00	\$602,775.01
Total Proposed Cost	\$349,665.01	\$253,110.00	\$602,775.01

Revenue Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
Grant Funding			
Award Requested	\$349,665.01		\$349,665.01
Subtotal	\$349,665.01		\$349,665.01
Non-Grant Funding			
Cash Match		\$253,110.00	\$253,110.00
In-Kind Match		\$0.00	\$0.00
Other Funding and Contributions		\$0.00	\$0.00
Subtotal		\$253,110.00	\$253,110.00
Total Proposed Revenue	\$349,665.01	\$253,110.00	\$602,775.01

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative**6. Contractual Services & Subawards (2 CFR 200.318 & 200.92)**

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

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

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

Consulting Firm

Contractor to complete all elements of a watershed plan enhancement/update

Construction Contractor

Contractor to complete all BMP Construction

Contractor

Contractor to complete all BMP survey, design, engineering, grant management, and permitting