Monday, December 18, 2017
5:30 PM

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:
A 15 minute time period is provided for citizens to appear and express their views before the City Council. Each citizen who appears will be limited to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents to the Police Officer for distribution to the Council.

III. Approval of Minutes

Approval of Minutes of December 4, 2017 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Authorizing Payment of 2018 Central Illinois Regional Dispatch Center Invoice -- User Fees for the Decatur Police Department and Decatur Fire Department
2. Resolution Authorizing a Water Service Agreement for 3968 West Division Street
3. Resolution Adopting Policy Prohibiting Sexual Harassment
4. Resolution Authorizing Amendment to Employment Agreement
5. Ordinance Levying Property Taxes for the City of Decatur, Illinois
6. Ordinance Appropriating Additional Funds for Certain Funds in Fiscal Year Ending December 31, 2017
7. Consent Calendar: Items listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. If separate action is desired on any item, it will be removed from the Consent Calendar and considered separately.

   A. Receiving and Filing of Minutes of Boards and Commissions
   B. Resolution Approving Appointment - Public Building Commission
   C. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals

D. Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings

E. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois General Obligation 2013 Series Bonds

F. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois General Obligation 2014 Series Bonds

G. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois General Obigation 2015 Series Bonds

H. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois General Obligation 2016 Series Bonds

I. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2010 Series A Bonds

J. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2010 Series B Bonds

K. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2010 Series C Bonds

L. Resolution Authorizing Execution and Amendment of FY 2018 Transit Operating Assistance Grant Agreement with the Illinois Department of Transportation

M. Resolution Authorizing the City of Decatur to provide an Interfund Cash Advance to the Decatur Public Transit System Fund

VI. Other Business

VII. Recess to Study Session

2017 Street Project Summary

VIII. Adjournment

Council Information - November 2017 Monthly Reports

CITY COUNCIL MINUTES
Monday, December 4, 2017

On Monday, December 4, 2017, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Councilmen David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Lisa Gregory. Seven members present. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance to the Flag.

Mayor Julie Moore Wolfe called for Appearance of Citizens:

Steven Lucker requested Council consider amending City Code Chapter 55, Section 6, to require drive-thru restaurants to have garbage cans outside for patrons to use.

The minutes of the November 20, 2017, Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Dana Ray, and on call of the roll, Councilmen David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

This being the time set aside for Unfinished Business and there being none, Mayor Julie Moore Wolfe called for New Business.

Proclamations and Recognitions: Mayor Julie Moore Wolfe stated that she read a Proclamation earlier today on behalf of the State of Illinois' Bicentennial Celebration.

City Manager Tim Gleason announced that the City had received a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association and thanked Finance Director Gregg Zientara, Melinda Hawbaker and Donna Cobillas for the excellent job they do.

Mayor Julie Moore Wolfe recognized City Manager Tim Gleason for receiving the designation of a Credentialed Manager from the International City Manager's Association.

Public Hearing Regarding Annual Tax Levy for the City of Decatur was opened at 5:35 p.m. No individuals came forward to address Council. Mayor Julie Moore Wolfe closed the Public Hearing at 5:37 p.m.

R2017-142 Resolution Approving the Budget for the City of Decatur for the Fiscal Period Beginning January 1, 2018 and Ending December 31, 2018, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilman David Horn motioned to table the Budget Resolution to the next meeting so Council has the opportunity to see potential amendments and vote on them at the next meeting; seconded by Councilman Bill Faber.

Upon call of the roll, Councilmen David Horn and Bill Faber voted aye. Councilmen Charles Kuhle, Pat McDaniel, Dana Ray, Lisa Gregory, and Mayor Julie Moore Wolfe voted nay. Two ayes and five nays. Mayor Julie Moore Wolfe declared the motion failed.

Councilman David Horn proposed his first amendment to the budget was to change the budget line item for Other Licenses from $221,000 to $621,000. Councilman David Horn explained that one way to achieve this revenue would be to increase the fee of each video gaming terminal from $250 to $1,250 and receive an additional $400,000 in revenue.

Councilman David Horn motioned to change the budget for Other Licenses from $221,000 to $621,000; seconded by Councilman Bill Faber.

Council discussed looking at Councilman David Horn's suggested amendments to the budget during a future Study Session.

Upon call of the roll, Councilmen David Horn and Bill Faber voted aye. Councilmen Charles Kuhle, Pat McDaniel, Dana Ray, Lisa Gregory, and Mayor Julie Moore Wolfe voted nay. Two ayes and five nays. Mayor Julie Moore Wolfe declared the motion failed.

Councilman David Horn motioned to increase the Utility Tax from $4,702,000 to $4,977,000; seconded by Councilman Bill Faber.

Councilman David Horn asked City Manager Tim Gleason if he believed that the City of Decatur could see reduced rates in electricity through electrical aggregation. City Manager Tim Gleason stated that when he received that question from Councilman David Horn, he reached out to Deputy City Manager Billy Tyus and they found it very difficult to come up with a satisfactory answer. At this time, we do not know. Councilman David Horn confirmed by stating at this time there is no way to tell whether a utility tax increase would be offset by a decrease in electrical rate aggregation. City Manager Tim Gleason stated that was correct. Councilman David Horn withdrew his motion to amend and Councilman Bill Faber withdrew his second.

Mayor Julie Moore Wolfe called for roll on the original motion to approve the budget. Upon call of the roll, Councilmen Charles Kuhle, Pat McDaniel, Dana Ray, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Councilmen David Horn and Bill Faber voted nay. Five ayes and two nays. Mayor Julie Moore Wolfe declared the motion carried.

Motion to Reconsider Ordinance Rezoning Property R-3 Single-Family Residence District to B-2 Commercial District 1355 North Illinois Route 48, was presented. Councilwoman Lisa Gregory moved the Motion do pass; seconded by Councilman Charles Kuhle.

Upon call of the roll, Councilmen David Horn, Charles Kuhle and Mayor Julie Moore Wolfe voted aye. Councilmen Pat McDaniel, Dana Ray, Bill Faber and Lisa Gregory voted nay. Three ayes and four nays. Mayor Julie Moore Wolfe declared the motion failed.

R2017-143 Resolution Authorizing Amendment to Agreement between the City of Decatur and MDA Properties, LLC, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilman David Horn asked what the additional commercial development mentioned in the agreement was. City Manager Tim Gleason explained that they don’t have specifics, but it is additional retail opportunities or office space.

Upon call of the roll, Councilmen David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Consent Calendar Items A through D and asked if any Council member wished to have an item removed from the Consent Calendar. Councilman David Horn requested Items A and D be removed. The Clerk read Items B - C:

B. R2017-145 Resolution Authorizing City Manager, Deputy City Manager and/or Director of Economic & Community Development to Approve HUD Project Agreements and Expenditures
C. R2017-146 Resolution Authorizing the City Manager to Negotiate and Enter into an Agreement with the Central Illinois Regional Dispatch Center Regarding Records of the City of Decatur Emergency Communication Center that Exist as of December 31, 2017; their Maintenance, Retention, Destruction, and Responsibility to Preserve

Councilwoman Dana Ray moved Items B through C be approved by Omnibus Vote; seconded by Councilman Pat McDaniel, and on call of the roll, Councilmen David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Item A., R2017-144 Resolution Authorizing U.S. Department of Housing and Urban Development Fund Allocation for the Annual Action Plan FY 2017-18, was presented. Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Councilman David Horn asked to what extent can the FY 17-18 Annual Action for CDGB and Home Funds be connected to and used for our Neighborhood Revitalization plans and to what extent is the Resolution connected to pages 40 and 41 of the 2018 Budget consolidation draft. Neighborhood Services Manager Richelle Irons stated the Action Plan was just approved by HUD and it includes infrastructure improvements, rehabilitation, education, training, and those types of things so they could coincide with the revitalization plan as we move forward. Councilman David Horn asked if they had the ability to modify the Action Plan in the event the Neighborhood Revitalization groups identify key areas that might fit. Neighborhood Services Manager Richelle Irons stated that they did. They would have to have a public hearing and submit the amendment to HUD and they would also have to amend their consolidated plan. Councilman David Horn asked what the reason was for the shift of $200,000 in Home Programs from supportive housing to residential rehab. Neighborhood Services Manager Richelle Irons explained that the supportive housing did not go forward so they shifted the money to residential rehab where they could assist more home owners.

Upon call of the roll, Councilmen David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Item D., 2017-54 Ordinance Amending City Code Chapter 52 Alcoholic Liquor, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Councilman David Horn asked if Council approved this Ordinance how many more Class A and Class B liquor licenses would be available relative to the maximum that this Ordinance is requesting. Councilman Pat McDaniel also serves as the Local Liquor Commissioner and he stated it would reduce Class A Liquor Licenses by one from 45 to 44. Class B Liquor Licenses would go from 50 to 53. Councilman David Horn asked how might this impact economic growth if the City has commercial enterprises that want to come in and are requesting a Class A or B liquor license, if the City has already reached the maximum number of Class A and Class B liquor licenses. Corporation Counsel Wendy Morthland explained that Class A liquor licenses are what are considered bar/tavern types of establishments. The liquor license classes go all the way up to Class P. There are plenty of other classifications of liquor licenses that a commercial establishment wanting to come into the community would qualify for that would allow them to serve alcohol.

Upon call of the roll, Councilmen Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Councilman David Horn voted nay. Six ayes and one nay. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Other Business.

Councilman Charles Kuhle commented on how great the downtown area looks.

Councilman David Horn congratulated Millikin University on four outstanding Vesper performances over the past weekend. Councilman David Horn asked if there were entities with a Decatur address that may not necessarily vote in municipal elections that are currently using Decatur Police Department and Decatur Fire Department services. City Manager Tim Gleason stated the City would respond in a mutual aid situation but we are not the primary public safety provider in a side agreement. Councilman David Horn clarified that there are no entities that when they call 911 for which the Decatur Police Department or Decatur Fire Department would be the first on call that are not necessarily paying property taxes. City Manager Tim Gleason stated that was correct.

With no other business, Mayor Julie Moore Wolfe called for a motion to adjourn.

Councilman Pat McDaniel moved the Council meeting be adjourned; seconded by Councilwoman Dana Ray, and on call of roll, Councilmen David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 6:50 p.m.

Approved ___________________
Debra G. Bright
City Clerk

Police Department

DATE: 11/29/2017

MEMO: 17-73

TO: The Honorable, Mayor Julie Moore Wolfe
Council Members

FROM: Timothy A. Gleason, City Manager
James E. Getz Jr., Chief of Police

SUBJECT: Central Illinois Regional Dispatch Center (CIRDC) 2018 Invoice

SUMMARY RECOMMENDATION:
It would be the recommendation of staff that the 2018 CIRDC annual invoice for dispatch services provided to the Decatur Police Department and the Decatur Fire Department, at a total cost of $1,872,272.36, be paid. The invoice would be paid in quarterly installments of $468,068.09. The breakdown of the 2018 invoice is as follows:

Decatur Police Department -- $1,580,929.40
Decatur Fire Department -- $291,342.96

BACKGROUND:
On June 5, 2017, under Resolution 2017-76, the Council approved the City of Decatur entering into an Intergovernmental Agreement with the Central Illinois Regional Dispatch Center (CIRDC). The CIRDC, beginning on January 1, 2018, will provide dispatch services to the City of Decatur, Decatur Police Department, and the Decatur Fire Department. The user fees for the CIRDC are based on calls for service for each user agency throughout Macon County. The Decatur Police Department and the Decatur Fire Department are the largest police and fire agencies within Macon County.

PRIOR COUNCIL ACTION: There has been no prior Council action related to this invoice.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James E. Getz Jr., Chief of Police, 424-2745, jgetzjr@decaturil.gov; Shane G. Brandel, Deputy Chief of Police, 424-2740, sbrandel@decaturil.gov

BUDGET/TIME IMPLICATIONS:
The CIRDC invoice has been budgeted for the 2018 fiscal year.

ATTACHMENTS:

Description	Type
Resolution Letter	Resolution Letter
2018 CIRDC Invoice	Backup Material
2018 CIRDC Budget/User Fees	Backup Material

RESOLUTION NO. R2017-________

RESOLUTION AUTHORIZING PAYMENT OF 2018 CENTRAL ILLINOIS REGIONAL DISPATCH CENTER INVOICE -- USER FEES FOR THE DECATUR POLICE DEPARTMENTAND DECATUR FIRE DEPARTMENT

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

Section 1. That the invoice presented to the City Council herewith from the Central Illinois Regional Dispatch Center (CIRDC) regarding the 2018 dispatch user fees for the Decatur Police Department and the Decatur Fire Department be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Purchase Order on behalf of the City of Decatur to the Central Illinois Regional Dispatch Center in an amount not to exceed $1,872,272.36 for the period of January 1, 2018 and expiring December 31, 2018 to be paid in quarterly installments of $468,068.09.

PRESENTED and ADOPTED this Eighteenth day of December, 2017.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
CITY CLERK

Central Illinois
Regional Dispatch Center

141 S. Main Street, Suite 810
Decatur, IL 62523
Phone 217-424-1002 | Fax 217-424-1006

INVOICE

November 9, 2017

TO

Decatur Police Dept
Attn: Shane Brandel
707 W. South Side Dr
Decatur, IL 62521

Description	Amount
CIRDC 2018	
Decatur Police Dept.	$1,580,929.40
Decatur Fire	$291,342.96

- **Will be billed quarterly**

Due on January 1, 2018 - $468,068.09
Due on April 1, 2018 - $468,068.09
Due on July 1, 2018 - $468,068.09
Due on October 1, 2018 - $468,068.09

Total **$1,872,272.36**

Make all checks payable to **Central Illinois Regional Dispatch Center.**
Payment is due January 1, 2018
If you have any questions concerning this invoice, contact Lisa Hilbrick | lhilbrick@cirdc.org

THANK YOU!

Total Budget			**$2,976,046.01**
ETSB Contribution (Not incl. Director, Payroll, HR & IT Staff)			**$125,000.00**
Contracted Fees Due			**$2,000.00**
		TOTAL	**$2,849,046.01**

Other	**Fees**
Niantic PD minimum fees	1,000.00
Oreana PD minimum fees	1,000.00
Total Fees Due	$2,000.00

Call is defined as a phone call to dispatch, or activity, which generates an event number.

	CALLS FOR SERVICE	%	COST
Argenta FD	546	0.50%	$14,123.52
Blue Mound FD	179	0.16%	$4,630.24
Cerro Gordo FD	62	0.06%	$1,603.77
Cisco FD	34	0.03%	$879.49
Decatur FD	11263	10.23%	$291,342.96
Decatur PD	61117	55.49%	$1,580,929.40
Harristown FD	245	0.22%	$6,337.48
Hickory Point FD	589	0.53%	$15,235.82
Long Creek FD	720	0.65%	$18,624.43
Macon County Sheriff	28713	26.07%	$742,726.67
Maroa FD	287	0.26%	$7,423.90
Maroa PD	1021	0.93%	$26,410.47
Millikin University Police	165	0.15%	$4,268.10
Mt. Zion FD	553	0.50%	$14,304.60
Mt. Zion PD	1601	1.45%	$41,413.49
Niantic FD	142	0.13%	$3,673.15
Niantic PD	n/a	n/a	n/a
Oreana PD	n/a	n/a	n/a
Park Dist. PD	1442	1.31%	$37,300.59
So. Macon FD	270	0.25%	$6,984.16
So. Wheatland FD	207	0.19%	$5,354.52
Warrensburg FD	229	0.21%	$5,923.60
Warrensburg PD	756	0.69%	$19,555.65
Total CFS	**110,141**	**100.00%**	**$2,849,046.01**

Public Works

DATE: 12/7/2017

MEMO: 2017-64

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing a Water Service Agreement for 3968 West Division Street

SUMMARY RECOMMENDATION: It is recommended by staff that the City Council approve the attached resolution authorizing a Water Service Agreement between the City of Decatur and the property owners for 3968 West Division Street.

BACKGROUND:
The subject property abuts the West Sunnyside Heights First Addition on the east, surrounded by Lot 3 of Summerlott Second Addition on the south, west and north. The property is located at the end of West Division Street, a Decatur Township maintained road. The property owners wish to connect to obtain water service. The following information is relevant to the area in question:

1. City water is currently available and not connected to the subject property.
2. No additional public infrastructure or municipal services are needed or contemplated.
3. City corporate limits are 103.3 feet north of the subject property.
4. Legal identifier number is 04-12-07-100-026

PRIOR COUNCIL ACTION: None

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

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Matthew C. Newell, Interim Public Works Director and David Horn, Supervisor of Technical Services. Mr. Newell will be in attendance at the City Council meeting to answer any questions of the council on this item.

BUDGET/TIME IMPLICATIONS:
Budget Impact: Water rates for those properties outside of the City are double the normal

rate paid by customers located within the corporate limits. In addition, when these properties become contiguous to the corporate limits, they are required to annex to the City.

Staffing Impact: No additional staffing impact will be realized by this agreement.

ATTACHMENTS:

Description	Type
2017-64 Resolution	Resolution Letter
2017-64 Water Service Agreement	Backup Material
2017-64 Area Location Map	Backup Material
2017-64 Parcel Location Map	Backup Material

RESOLUTION NO. _______________

Resolution Authorizing a Water Service Agreement for
3968 West Division Street

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

Section 1. That the agreement for water service outside of the corporate limits presented to the Council herewith, between the City of Decatur, Illinois, and the owners of the premises commonly known as 3968 West Division Street, be, and the same hereby is, received, placed on file and approved.

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

PRESENTED and ADOPTED this 18th day of December 2017.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
Debbie Bright, City Clerk

WATER SERVICE AGREEMENT

For and in consideration of the undertakings and covenants set out herein, it is agreed by and between the Owner(s) of the premises described at paragraph 8 hereof, and which person or persons are signatory hereto, ("Owner"), and THE CITY OF DECATUR, ILLINOIS, ("City"), as follows:

1. The provisions of this Agreement, and the installation, operation and use of the water service authorized hereby, are expressly made subject to all applicable provisions of codes, ordinances, rules and regulations of City, and Owner agrees to comply therewith.

2. After completion of the construction of a water main by the City in the street or roadway adjacent to the premises described herein, and upon obtaining a tapping permit in the customary manner followed by the City for premises within its corporate limits, Owner may tap said water main of City and connect a water service thereto to furnish residential service only to said premises.

3. Said tap, connection and service shall be made and installed by a licensed plumber.

4. The water furnished by City shall only be used for domestic purposes and only upon the premises described herein.

5. At such time as said premises become contiguous to the corporate limits of City, the then owner of said premises shall, within ninety (90) days after receiving notice from City thereof, petition to annex the same to the City. If a petition is not received within the time period, or the property is not annexed as a result of the petition, water service will be immediately terminated without further notice.

6. This agreement shall terminate upon the failure by Owner to comply with any provision hereof or with any applicable provision of City Code, ordinances, rules or regulations, or upon the annexation of said premises to the City, and may be terminated by either party upon six (6) months notice by certified mail to the City, or to **3968 W DIVISION ST** ______________________________ if to the Owner.

7. This Agreement is intended for the benefit of said premises as well as the current owner and occupant thereof and to said end shall be binding upon and inure to the benefits of said owner and his successors in title.

8. The premises referred to herein, and to which the terms, conditions and provisions of this Agreement apply, are legally described as follows:

A part of Lot Three (3) of Summerlott Second Addition, as per plat recorded in Book 1832 on Page 883 of the records in the Recorder's Office of Macon County, Illinois, and also being a part of the East Half of the Northwest Quarter of Section Seven (7), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian, Macon County, Illinois and more particularly described as follows:

Commencing at a found iron pin located at the most easterly Northeast corner of said Lot Three (3); thence South 00 degrees 00 minutes 49 seconds West, along the East line of said Lot Three (3) a distance of 998.99 feet to the point of beginning.

From said point of beginning; thence North 89 degrees 59 minutes 11 seconds West, a distance of 175.00 feet, thence South 00 degrees 00 minutes 49 seconds West, a distance of 250.00 feet; thence South 89 degrees 59 minutes 11 seconds East, a distance of 175.00 feet to a point on the East line of said Lot Three (3), also being the Northwest corner of Lot Six (6) of the Resurvey of Lots 8, 9 and 10 of West Sunny Side Heights First Addition as per plat recorded in Book 300 on Page 327 of the records in the Recorder's Office of Macon County, Illinois; thence North 00 degrees 00 minutes 49 seconds East, a distance of 250.00 feet to the Point of Beginning.

Dated this **31st day of October, 2017**

SIGNED:

Max Summerlott
Owner (Signature)

Jacob Summerlott
Owner (Signature)

SUMMERLOTT, MAX
Owner (Printed)

SUMMERLOTT, JACOB
Owner (Printed)

Address: 3968 WEST DIVISION STREET, DECATUR, IL

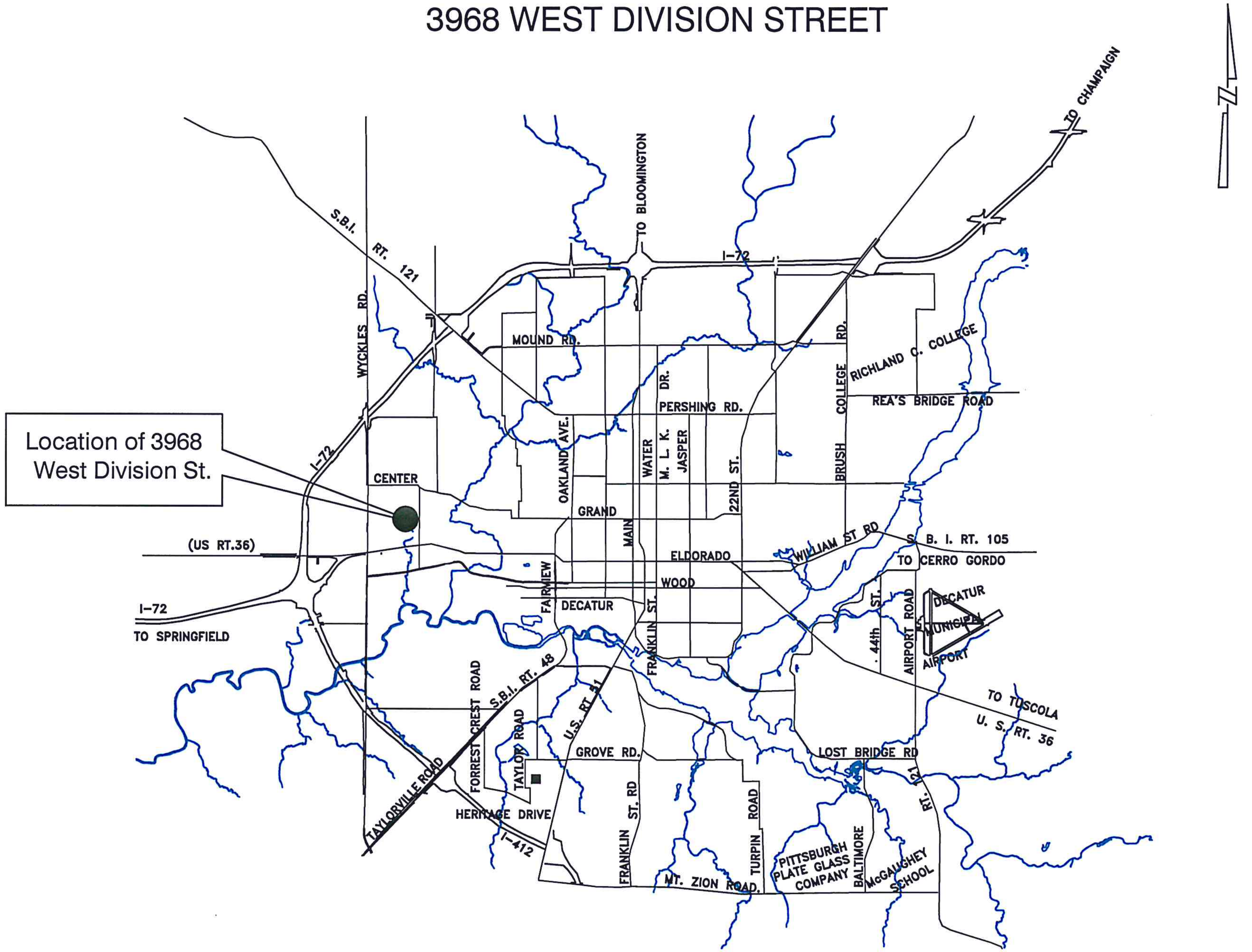
THE CITY OF DECATUR, ILLINOIS

MAYOR

ATTEST:

CITY CLERK

AREA LOCATION MAP
3968 WEST DIVISION STREET



Water Agreement Parcel Location
For 3968 W Division Street

CITY COUNCIL MEMORANDUM
NO. 2017-18

TO: Mayor Moore Wolfe
City Council

FROM: Tim Gleason, City Manager
Wendy Morthland, Corporation Counsel

DATE: December 18, 2017

SUBJECT: Sexual Harassment Prohibition

SUMMARY RECOMMENDATION: On the Agenda is a Resolution formally adopting the Administrative Policy the City has had for many years regarding the prohibition of sexual harassment and the rights and remedies available to those who believe there is a violation of such. The Illinois General Assembly has recently enacted their own sexual harassment prohibition legislation and included in that legislation a requirement that units of local government adopt a resolution by January 16, 2018 establishing a policy prohibiting sexual harassment. This Resolution will adopt the provisions of the Administrative Policy and Procedure relating to sexual harassment.

POTENTIAL OBJECTIONS: None anticipated at this time.

INPUT FROM OTHER SOURCES: Legal Department and Human Resources Department staff.

STAFF REFERENCES: Any questions may be forwarded to Wendy Morthland at wmorthland@decaturil.gov or 217-424-2807.

RESOLUTION NO. R2017-______

RESOLUTION ADOPTING POLICY PROHIBITING SEXUAL HARASSMENT

WHEREAS, the State of Illinois has enacted a statute requiring local governmental entities to adopt policies prohibiting sexual harassment; and,

WHEREAS, the City of Decatur has an Administrative Policy prohibiting Workplace Discrimination, Harassment, Violence and Retaliation including the prohibition of sexual harassment and has had such a policy for decades;

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

Section 1. That the City of Decatur's Administrative Policy and Procedure F-152 attached as Exhibit A as it specifically prohibits Sexual Harassment and establishes procedures on such are hereby adopted by this Resolution.

PRESENTED and ADOPTED this 18th day of December, 2017.

____
JULIE MOORE WOLFE, MAYOR

Attest:

____
CITY CLERK

CITY OF DECATUR
ADMINISTRATIVE POLICY & PROCEDURE MANUAL

Subject: WORKPLACE DISCRIMINATION, HARASSMENT, VIOLENCE AND RETALIATION		**Number** F – 152
Effective Date December 5, 2017	**Revision** 1	Page 1 of 7

1.0 POLICY STATEMENT: The City of Decatur strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The environment of the workplace should be characterized by mutual trust and the absence of intimidation, oppression and exploitation. Employees are expected to conduct themselves in an appropriate manner, as judged by a reasonable person. Employees should be able to work and learn in a safe and stimulating atmosphere. The accomplishment of this goal is essential to the mission of the City of Decatur. For that reason, the City will not tolerate unlawful discrimination or harassment, violence or retaliation of any kind. Through enforcement of this policy and by education of employees, the City of Decatur will seek to prevent, correct and discipline behavior that violates this policy. All employees, regardless of their position, are covered by and are expected to comply with this policy, and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy, or any of its provisions. Based upon the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

2.0 PROCEDURES: Behaviors prohibited by this policy include unlawful discrimination, harassment, sexual harassment, workplace violence, and retaliation.

2.1 Unlawful Discrimination. It is unlawful and a violation of this policy to discriminate in City employment, benefits, working conditions, or evaluative standards if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, gender, sexual orientation, ancestry, marital status or unfavorable military discharge. It is the policy of the City to ensure all employees of the City of Decatur receive fair and impartial access to State and Federal organizations if they feel an act of unlawful discrimination has been committed against them in the course of work by the City. As a matter of policy, parties involved in the alleged discrimination will be encouraged to settle their differences, to the mutual satisfaction of all at any step in the process, and as soon as practicable. Employees wishing to file a discrimination complaint against the City may contact the Human Relations Specialist for guidance to the proper organizations to contact. City Code Chapter 28, Unlawful Discrimination, precludes employees of the City of Decatur from filing unlawful discrimination claims with the City of Decatur Human Relations Commission. The Human Relations Specialist may attempt to mediate the parties to a mutual agreement through a mediation process only if the differing parties agree to the mediation process.

2.2 Sexual Harassment. Harassment on the basis of sex is a violation of Section 703 of Title VII of the U. S. Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially or unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment may include both verbal and non-verbal behavior such as sexual propositions, innuendo, suggestive comments, sexually oriented jokes or teasing, unwelcome physical contact such as patting, pinching or brushing against another, statements about other employees, even outside of their presence, of a sexual nature, obscene or sexually suggestive gestures or noises, signs or materials of a sexual nature and/or the use of electronic devices and social media sites to harass or threaten. For purposes of this definition, the phrase "working environment" is not limited to a physical location an employee is assigned to perform his or her duties and does not require an employment relationship.

Employees should promptly report incidents of sexual harassment in the workplace to the employee's supervisor and the City's EEO Officer (Human Resources Manager) at 424-2805. The EEO Officer, or his/her designee, will conduct thorough, prompt, and confidential investigations of the allegations. In cases of incidents of sexual harassment by an employee's supervisor, reports should be made to the offending supervisor's supervisor and to the City's EEO Officer. Incidents may also be reported to the Illinois Department of Human Rights. Retaliation for reporting sexual harassment allegations is prohibited as set forth in Section 2.5 of this Policy and may be protected under the Illinois Sexual Harassment Act, the Whistleblower Protection Act of 1989 and the Illinois Human Rights Act.

Sexual harassment is considered a form of sex discrimination. If relief is not obtained through informal means, employees may also file discrimination complaints on such matters with state, and/or federal civil rights agencies. Procedures for filing such complaints are explained in section 2.1 of this Policy. Annually, the City Manager will issue a letter to all employees reiterating the City's "zero tolerance" policy regarding sexual harassment. Training on this policy will be provided to all new employees by the Human Resources Division. The City's Training Officer will assist with these tasks by coordinating new employee orientations and periodic refresher training on the subject. Such refresher training should be made available on a three (3) year cycle, and at any time material changes are made to this policy. The City Manager shall have final authority regarding disciplinary action for sexual harassment and/or retaliation.

2.3 **Harassment.** Harassment on the basis of any other protected characteristic is also prohibited. Harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship or any other characteristic protected by law, and that: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that is placed on the employer's premises or circulated in the workplace (including through e-mail) which denigrates or shows hostility or aversion toward an individual or group.

The City encourages individuals who believe they are being subjected to such conduct to advise the offender that the behavior is unwelcome and to request that it stop. Often, this action alone will resolve the problem, but the City recognizes that individuals may prefer to pursue the matter through complaint procedures.

Such harassment is considered a form of unlawful discrimination. If relief is not obtained through informal means, employees may file discrimination complaints on such matters with state, and/or federal civil rights agencies. Procedures for filing such complaints are explained in section 2.1 of this Policy.

2.4 **Workplace Violence.** Workplace violence includes assault, criminal damage to property, disorderly conduct, harassment, larceny, menacing behavior, reckless endangerment, robbery and sex offenses (including lewdness, sex abuse, sodomy and rape) on the job.

To minimize workplace violence, the City's corporate safety committee will assess employee and public vulnerability to workplace violence at all City locations, audit workplace violence prevention efforts, oversee employee training programs in violence prevention, regularly review reports of incidents of violence in the workplace to recommend changes to correct hazards, communicate with similar local governments concerning experiences with workplace violence, work with supervisors to determine the presence of hazards, conditions, operations and other situations which might place workers at risk of occupational assault incidents, and survey employees to identify the potential for violent incidents and to identify the need for improved security measures.

Human Resources will provide training for all employees on identifying and reporting workplace violence incidents, recognizing signs of potential violence, reviewing measures instituted to prevent workplace violence, and describing post-incident medical follow-up, counseling, and reporting procedures. Employees should report signs of potential violence to supervisors immediately.

The City of Decatur encourages employees to bring their differences with other employees to the attention of their supervisors or the Human Resources Division before such situations escalate into potential violence. The City of Decatur is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

Victims of incidents and threats of workplace violence should report them to their supervisors immediately, and then on the City's "Incident Report Form". Supervisors will promptly investigate allegations of workplace violence, per the City's policy on workplace investigations, and will ensure copies of incident reports are forwarded on all incidents to Human Resources. In cases of incidents committed by an employee's supervisor, reports should be made directly to the offending supervisor's supervisor and to the City's Human Resources Manager. Human Resources will forward copies of final investigation reports to the Risk Manager for the Corporate Safety Committee's review, as described above.

Threats, threatening conduct or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, including reprimand, suspension and/or discharge. Non-employees engaged in violent acts on the city's premises or directed toward a City of Decatur employee conducting city business will be reported to the proper authorities and fully prosecuted.

Supervisors will refer perpetrators of incidents and threats of workplace violence to the City's employee assistance program (EAP), and will determine appropriate follow up and disciplinary action. Employees will not be permitted to return to the workplace until such time as the EAP professional indicates in writing that the employee is complying with EAP recommendations, and is fit to return to duty. Such referrals shall be considered "directed referrals". Employees failing to cooperate with directed referrals will be considered "absent without leave", and will be subject to possible disciplinary action, up to and including reprimand, suspension and/or discharge.

Human Resources will maintain an accurate record of all workplace violence incidents. Any on-duty injury that requires more than first aid, that is a loss-time injury, that requires modified duty, or that causes loss of consciousness will be recorded on the OSHA 200 log, and should be reported on the City's standard job injury reporting forms, per administrative policy F-532. Doctors' reports and supervisors' reports of each incident will be kept with workers compensation files. Incidents of abuse, verbal attack, or aggressive behavior which may be threatening to the employee, but not resulting in injury, will also be recorded.

2.5 **Retaliation.** Retaliation includes overt or covert acts of reprisal, interference, restraint, penalty, discrimination, intimidation and/or harassment against an individual or group exercising proper rights in regard to discrimination, harassment and/or workplace violence. It is a violation of this policy to act in retaliation to an individual for 1) filing a charge of discrimination, harassment, workplace violence or retaliation, 2) participating in an investigation or opposing discriminatory, harassing, violent practices or retaliation, or 3) being the target of discrimination, harassment, workplace violence and/or retaliation.

2.6 **False Reporting.** The filing of false, malicious, frivolous and/or groundless reports and/or complaints of discrimination, sexual harassment, workplace violence and/or retaliation is an abuse of this policy and is prohibited.

3.0 **RESPONSIBILITY:** It is the responsibility of each department director to ensure that all supervisory personnel are aware at all times of this policy. It is the responsibility of all supervisors to ensure that all of their employees are aware of this policy and of the confidential means available to them for reporting incidents.

Training on this policy will be provided to all new employees by the Human Resources Division. The City's Training Officer will assist with these tasks by coordinating new employee orientations and periodic refresher training on the subject. Such refresher training should be made available on a three (3) year cycle, and at any time material changes are made to this policy.

It is the responsibility of the Human Resources Manager to effect investigations of informal allegations of incidents. Such investigations may be assigned to the Human Relations Specialist or direct supervisor, per terms of the city policy on employee investigations. The Human Resources Manager shall keep the City Manager informed of the progress of such investigations.

Appropriate disciplinary action will be taken against any employee who violates this policy, or any of its provisions. Based upon the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment. The City Manager shall have final authority on disciplinary action for policy violations.

Tim Gleason, City Manager

City of Decatur
Workplace Incident Report Form
Victim's Report

1.	Victim's Name:	2.	Job Title:
3.	Address:	4.	City: ST Zip:
5.	Home Phone:	6.	Work Phone:
7.	Work Location:	8.	Work Address:
9.	Department:	10	Division:
11.	Incident Date:	12.	Incident Time:
13.	Incident Location:		
14.	Type of Incident: (See definitions on reverse side) (Check one): ☐ Assault ☐ Criminal Damage to Property ☐ Disorderly Conduct ☐ Harassment ☐ Larceny ☐ Menacing ☐ Reckless Endangerment ☐ Robbery ☐ Sex Offense ☐Sexual Harassment ☐Discrimination ☐ Other (Please Specify)		
15.	Injuries to victim? ☐ Yes ☐ No	16.	Treatment Location:
17.	Describe injuries:		
18.	Did police respond to incident? ☐ Yes ☐ No	19.	Police Agency:
20.	Police report filed? ☐ Yes ☐ No	21.	Police Report #
22.	Was supervisor notified? ☐ Yes ☐ No	23.	Supervisor's Name:
24.	Union/employee rep notified? ☐ Yes ☐ No ☐N/A	25.	Representative's Name:
26.	Alleged Assailant/Perpetrator (check one): ☐ Intruder ☐ Citizen ☐ Customer ☐ Visitor ☐ Co-Worker ☐ Former Employee ☐ Supervisor ☐ Relative ☐ Friend/Acquaintance ☐ Arrestee/Detainee ☐ Other (Please specify):		
27.	Alleged Perpetrator's Name:	28.	Alleged Perpetrator's Age (if known):
29.	Address (if known):	30.	City: ST Zip
31.	Brief Description of the Incident:		
32.	Did incident involve a weapon? ☐ Yes ☐ No Description of weapon:		
33.	Was inappropriate action/violence directed only at one victim? ☐ Yes ☐ No		
34.	Was victim alone when the incident occurred? ☐ Yes ☐ No List other victims/witnesses:		
35.	Did victim have any reason to believe that an incident might occur? ☐ Yes ☐ No If yes, why?		
36.	What can be done to prevent a future similar incident?		
37.	**The victim's confidentiality will be protected as much as practical and this information will be shared on a need to know basis only.**		
38.	Victim's Signature:	39.	Date:
40.	Signature of person preparing this form (if different than victim):		

Definitions of Incidents:

1. ***ASSAULT:*** The intentional use of physical injury (impairment of physical conditions or substantial pain) to another person, with or without a weapon or dangerous instrument.
2. ***CRIMINAL DAMAGE TO PROPERTY:*** Intentional or reckless damage to the property of another person without permission.
3. ***DISORDERLY CONDUCT:*** Intentionally causing public inconvenience, annoyance or alarm or recklessly creating a risk thereof by fighting (without injury) or in violent or threatening behavior, or making unreasonable noise, shouting abuse, misbehaving, disturbing an assembly or meeting of persons, or creating hazardous conditions by an act which serves no legitimate purpose.
4. ***HARASSMENT:*** any unwelcome verbal, written or physical conduct that either denigrates or shows hostility or aversion towards a person that:
   a. Has the purpose or effect of creating an intimidating, hostile or offensive work environment.
   b. Has the purpose or effect of unreasonably interfering with an employee's work performance.
   c. Affects an employee's employment opportunities or compensation.
   d. May include: intentionally striking, shoving or kicking another or subjecting another person to physical contact, or threatening to do the same (without physical injury). Also, using abusive or obscene language or following a person in or about a public place, or engaging in a course of conduct which alarms or seriously annoys another person.
5. ***SEXUAL HARASSMENT:*** Any unwelcome sexual advance, request for sexual favors, or verbal, written or physical conduct of a sexual nature by a manager, supervisor, co-worker or third party.
6. ***DISCRIMINATION:*** Occurs whenever an employment decision for a member of any of the protected classes, is based on the employee's membership in that class rather than on the employee's job performance. Discriminatory practices can also include:
   a. Harassment—see above.
   b. Retaliation—against an individual for filing a charge of discrimination, participating in an investigation or opposing discriminatory practices.
7. ***LARCENY:*** Wrongfully taking, depriving or withholding property from another (no force involved). Victim may or may not be present.
8. ***MENACING:*** Intentionally placing or attempting to place another person in fear of imminent serious physical injury.
9. ***RECKLESS ENDANGERMENT:*** Subjecting individuals to danger by recklessly engaging in conduct which creates substantial risk of serious physical injury.
10. ***ROBBERY:*** Forcible stealing of another's property by use of threat of immediate physical force. (Victim is present and aware of theft.)
11. ***SEX OFFENSE:***
    a. Public Lewdness: Exposure of sexual organs to others.
    b. Sexual Abuse: Subjecting another to sexual contact without consent.
    c. Sodomy: A deviant sexual act committed as in rape.
    d. Rape: Sexual intercourse without consent.

RESOLUTION NO. R2017 -_____

RESOLUTION AUTHORIZING AMENDMENT
TO EMPLOYMENT AGREEMENT

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

Section 1. That the Amendment to Employment Agreement presented to the Council herewith between the City of Decatur and Timothy Gleason regarding amendments to the Employment Agreement dated March 16, 2015 be, and the same is hereby, received, placed on file, and approved.

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

PRESENTED AND ADOPTED this 18th day of December, 2017.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
City Clerk

AMENDMENT TO EMPLOYMENT AGREEMENT

This AMENDMENT TO EMPLOYMENT AGREEMENT is entered into this 18th day of December, 2017, by and between the City of Decatur, Illinois ("City"), a municipal corporation, and Timothy Gleason ("Employee").

WHEREAS, the parties hereto previously entered into and executed an EMPLOYMENT AGREEMENT, dated March 16, 2015, which AGREEMENT the parties now wish to amend as set forth herein; and,

WHEREAS, said EMPLOYMENT AGREEMENT shall remain fully enforceable and effective, as written, except as to matters expressly amended or modified as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, warranties and agreements contained herein, the parties hereto do hereby covenant and agree as follows:

Section 1. The EMPLOYMENT AGREEMENT previously executed as aforesaid ("AGREEMENT") shall remain in full force and effect, as written, except as may be modified or amended as expressly set forth herein.

Section 2. Section A., 1., of the AGREEMENT, Compensation and Benefit Policy, shall be amended and modified at the first paragraph thereof such that said first paragraph, as so amended and modified shall provide that said Employee at a minimum, and not withstanding any other bonus or pay changes, the Employee shall be entitled to the same percentage pay increase or decrease given to non-represented management employees as a group annually without any further action required by Council.

Section 3. The amendment to Section A., 1., of the AGREEMENT, as set out in paragraph 2 hereof, shall be effective immediately upon passage.

DATED this 18th day of December, 2017.

CITY OF DECATUR, an Illinois municipal corporation

ATTEST:

______________________________ BY:______________________________________

City Clerk Julie Moore Wolfe, Mayor

____

Tim Gleason, City Manager

Financial Management

DATE: 12/12/2017

MEMO: Letter to the Decatur City Council Financial Management Department #2017 - 13

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Property Tax Levy for AV Year 2017 Pay TaxYear 2018

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached Ordinance, which sets the property tax levy for the City of Decatur for assessed value year 2017 pay tax year 2018, and abates certain general obligation bond debt service payments, whereby such abatement will exclude said debt service payment from inclusion in the property tax levy.

This tax levy and tax abatements will be used by County Officials to calculate the tax extensions to appear on property tax bills issued to property owners in calendar year 2018 for tax due in calendar year 2018.

The property tax levy presented in the ordinance for Council consideration is $25,584,059.89 and includes tax levy amounts for the Decatur Police Pension, Decatur Firefighter Pension, Decatur Public Library, Decatur Municipal Band, General Fund and debt service payments for all General Obligation Debt due in the fiscal year covered by the tax levy.

Tax Abatement Ordinances (contained in the Consent Calendar) amount to $11,707,259.61 of general obligation debt service tax abatement.

The resulting net tax levy after abatement is $13,876,800.28, with comparison as follows to the prior year tax levy:

$ (whole)	Tax Levy	Tax Abatement(s)	Net Tax Levy
2017 Tax Levy	25,584,059.89	11,707,259.61	13,876,800.28
2016 Tax Levy extended	24,943,786.44	11,080,558.32	13,863,256.83

POTENTIAL OBJECTIONS: There are no known objections to this ordinance request.

INPUT FROM OTHER SOURCES: No input from other sources.

STAFF REFERENCE: Tim Gleason, City Manager Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS: Upon adoption of the City property tax levy, the City Clerk will file a certified copy with the Macon County Clerk, who shall use such certified property tax levy in the extension of property tax bills to be prepared and issued to property owners in calendar year 2018 with tax payable in calendar year 2018.

ATTACHMENTS:

Description	Type
Ordinance	Cover Memo

ORDINANCE NO. 2017-

AN ORDINANCE LEVYING PROPERTY TAXES FOR THE CITY OF DECATUR, ILLINOIS FOR THE PURPOSE OF RAISING REVENUE TO MEET CERTAIN NECESSARY EXPENSES OF THE CIVIL CITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2018 AND ENDING DECEMBER 31, 2018, AND FIXING A TIME WHEN THE SAME SHALL TAKE EFFECT

WHEREAS, the City of Decatur, Illinois is a home rule unit of local government as defined by, and having the powers enumerated in, the Constitution of the State of Illinois 1970, Article VII, Section 6(a); and,

WHEREAS, the City of Decatur is required to establish the Property Tax Levy for the City of Decatur for the year of assessed value with property tax payable in the subsequent year, the City hereby with this Ordinance affixes the Property Tax Levy for assessed value in calendar year 2017 and with tax payable in calendar year 2018.

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

Section 1. That there is hereby levied upon all the taxable property within the corporate limits of the City of Decatur, Illinois, as the same is taxed and equalized for State and County purposes for the fiscal year beginning with the 1st day of January of 2018, and ending on the 31st day of December, 2018, the sum of Twenty-Five Million, Five Hundred Eighty Four Thousand, Fifty Nine Dollars and Eighty Nine Cents ($25,584,059.89) for which said sum is hereby levied and is appropriated for purposes specified as follows, and that there is hereby abated upon all taxable property within the corporate limits of the City of Decatur, Illinois, the sum of Eleven Million, Seven Hundred and Seven Thousand, Two Hundred Fifty Nine Dollars and Sixty One Cents ($11,707,259.61) resulting in a Net Tax Levy of Thirteen Million, Eight Hundred Seventy Six Thousand, Eight Hundred Dollars and Twenty Eight Cents ($13,876,800.28).

	Tax Levy $	Abate $	Net Tax Levy $
Decatur General Purpose	857,468.00		857,468.00
Decatur Police Pension	4,082,000.00		4,082,000.00
Decatur Firefighter Pension	4,900,000.00		4,900,000.00
Decatur Public Library	2,900,000.00		2,900,000.00
Decatur Municipal Band	65,000.00		65,000.00
GO Bond 2010 Series A	894,245.02	715,394.00	178,851.02
GO Bond 2010 Series B	2,506,780.02	2,506,780.02	
GO Bond 2010 Series C	275,600.00	137,800.00	137,800.00
GO Bond 2012	755,681.26		755,681.26
GO Bond 2013	1,857,100.00	1,857,100.00	
GO Bond 2014	1,873,237.50	1,873,237.50	

GO Bond 2015	1,748,325.00	1,748,325.00	
GO Bond 2016	1,739,752.26	1,739,752.26	
GO Bond 2017	1,128,870.83	1,128,870.83	
Total Tax Levy	25,584,059.89	11,707,259.61	13,876,800.28

Section 2. That the City Clerk be, and is hereby, authorized and directed to cause a duly certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois, in time and manner as provided by law.

Section 3. That warrants against and in anticipation of the taxes above levied for the payment of the ordinary and necessary expenses of the City are hereby authorized to be drawn by the Mayor and City Clerk to the extent of seventy-five percent of the total amount of any such tax levied herein in accordance with the Statues in such case made and provided, and subject to the provisions thereof.

Section 4. This Ordinance shall be in full-force and effect and after its passage by the Council and approval by the Mayor.

PRESENTED, ADOPTED AND RECORED this 18th day of December, 2017.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
City Clerk

Financial Management

DATE: 12/12/2017

MEMO: Letter to the City Council Financial Management Department #2017 - 14

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Gregg Zientara, City Treasurer & Director of Finance

SUBJECT: Ordinance Appropriating Additional Funds for Certain Departmental and Civil City Service Operations in Fiscal Year Ending December 31, 2017

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached Ordinance.

BACKGROUND:
City Council passed the Annual Appropriation Ordinance 2017-10 on February 21, 2017 for the purpose of defraying the expenses of several departments and funds of the City of Decatur for the fiscal year beginning January 1, 2017 and ending December 31, 2017.

It is now necessary to appropriate additional funds for operational expenditures necessary for the City to effect provision of services to its citizens which were not anticipated at the time the City Council adopted Ordinance 2017-10.

Fund	$ Amount	Purpose
Olde Towne TIF (#19)	1,500	Developer payment greater than planned
Wabash Crossing TIF(#21)	44,000	Align tax district payments to current levy
DUATS (#22)	10,000	General Fund reimbursement greater than planned
Municipal Band (#36)	6,500	Unforeseen expense
Risk Management (#64)	1,000,000	Claim settlements brought up to date
Mass Transit (#70)	25,000	New MV position now budgeted
Water (#80)	1,500,000	Additional transfer to capital
Community Revitalization (#84)	300,000	Finalize use of fund not previously budgeted
Police Pension (#91)	500,000	Unforeseen expense
Total	3,387,000	

The additional appropriations requested are within the cash position balances of each fund and present no adverse impact on overall City operations and fund balance positions.

POTENTIAL OBJECTIONS: There are no known objections to this ordinance request.

INPUT FROM OTHER SOURCES:
No input from other sources.

STAFF REFERENCE: Tim Gleason, City Manager Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:
Approval of this ordinance will allow the City to secure appropriation spending authority for the full fiscal year expenditures for the funds identified in this ordinance.

ATTACHMENTS:

Description	Type
Appropriations Ordinance	Ordinance

ORDINANCE NO. 2017-

AN ORDINANCE APPROPRIATING ADDITIONAL FUNDS FOR CERTAIN DEPARTMENTAL AND CIVIL CITY SERVICE OPERATIONS IN THE FISCAL YEAR ENDING DECEMBER 31, 2017

WHEREAS, on February 21, 2017, City Council passed the Annual Appropriation Ordinance 2017-10 for the purpose of defraying the expenses of several departments and funds of the City of Decatur for the fiscal year beginning January 1, 2017 and ending December 31, 2017.

WHEREAS, it is now necessary to appropriate additional funds for operational expenditures necessary for the City to effect provision of services to its citizens which were not anticipated at the time the City Council adopted Ordinance 2017-10.

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

SECTION 1. The following amounts are hereby appropriated in fiscal year ending December 31, 2017 and set apart within the following designated funds for expenditures as follows:

Fund	$ Amount
Olde Towne TIF (#19)	1,500
Wabash Crossing TIF (#21)	44,000
DUATS (#22)	10,000
Municipal Band (#36)	6,500
Risk Management (#64)	1,000,000
Mass Transit (#70)	25,000
Water (#80)	1,500,000
Community Revitalization (#84)	300,000
Police Pension (#91)	500,000
Total	3,387,000

SECTION 2. This Ordinance shall be in full-force and effect after its passage by the Council and approval by the Mayor.

PRESENTED and ADOPTED this 18th day of December, 2017.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
City Clerk

MINUTES OF THE MEETING

OF THE

DECATUR PLAN COMMISSION

Thursday, November 2, 2017
City Council Chamber, Decatur Civic Center

The November 2, 2017 meeting of the Decatur City Plan Commission was called to order at 3:02 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Acting Chairman Kent Newton who determined a quorum was present.

Members Present:	Bill Clevenger, Bruce Frantz, Bruce Jeffery, Kent Newton, Mike Peoples
Members Absent:	Jack Myatt, Susie Peck, Terry Smith, Glenn Livingston
Staff Present:	Ray Lai, Richelle Irons, Suzy Stickle, Joselyn Stewart, Tim Dudley, Griffin Enyart, John Robinson, Janet Poland

It was moved and seconded (Jeffery/Peoples) to approve the minutes of the September 7, 2017 meeting of the Decatur City Plan Commission. Motion carried unanimously.

Acting Chairman Newton stated that due to only five (5) Commission members being present at today's meeting, all five (5) members present must vote the same way in order for a motion to carry and become a recommendation to the City Council. If there is not a unanimous vote today, the item will be forwarded to City Council without a recommendation from the Plan Commission.

New Business

Cal. No. 17-46 — Petition of TODD TEEL and CINDY TEEL, to rezone from R-3 Single Family Residence District to B-2 Commercial District located at 1355 NORTH ILLINOIS ROUTE 48.

Ms. Suzy Stickle was sworn in by Mrs. Janet Poland.

Ms. Stickle presented the recommendation of staff:

The subject site is approximately 0.27 acres and is located at 1355 North Illinois Route 48. The site is currently improved with a concrete driveway leading to and serving the Colonial Mall. The site was not rezoned at the time the parcels were combined nor when the subdivision of Colonial Mall took place in 2007. There are procedures in place to avoid either of these processes allowing multiple zoning districts on one (1) parcel or one (1) lot from occurring in the future.

The petitioners rezoned property to the north of the subject site to B-2 Commercial District in March of 2014. The petitioners were aware of the R-3 Single Family Residence District located immediately south of the property they intended to develop with a restaurant and that they would be required to provide a buffer yard between the two (2) properties.

The petitioner is now petitioning to rezone the subject site to B-2 Commercial District so that a buffer yard along the south property line of their newly constructed restaurant (Krekels West), adjacent to the subject site, will no longer be required. The rezoning of the subject site from R-3 Single Family Residence District to B-2 Commercial District would allow for all those uses permitted in the B-2 Commercial District.

The subject site is surrounded by B-2 Commercial District to the north, south and west and B-1 Neighborhood Shopping District to the east. The Macon County and Decatur Comprehensive Plan shows this area as Retail. The proposed zoning is compatible with the adjacent zoning and land uses.

The potential redevelopment of the subject site to the original use as residential is very low. The subject site being adjacent to North Illinois Route 48, which is a state route and a major thoroughfare in the City, is no longer conducive to residential development. A commercial use such as those permitted in the B-2 Commercial District fronting a state route and adjacent to a commercial mall and a restaurant is an appropriate use for this site as it is currently being utilized as a driveway for commercial uses.

If the property is rezoned to B-2 Commercial District, the requirement for the buffer yard along the south property line of the newly constructed Krekels West will no longer be in effect in accordance with the regulations of the Zoning Ordinance.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 17-46 to the City Council with a recommendation for approval is suggested.

Mr. Andrew Wessler, representative, was sworn in by Mrs. Poland.

Mr. Wessler stated the petitioner is attempting to rezone this small piece of land in the Colonial Mall parking lot. Mr. Wessler handed out a location map.

Mr. Wessler stated he has circled the area for the proposed rezoning on the color-coded map he handed out. The area in red is zoned B-2 Commercial District and the area in yellow is R-3 Single Family Residence District. It is currently a parking lot and there are no houses around it. It is used as the entrance to Colonial Mall off of Illinois Route 48. Mr. Wessler said this property is currently being assessed and taxed at the Commercial tax rate, which is 10.22135. The tax rate for the R-3 Single Family Residence District is 10.566. The property is surrounded on all sides by commercial property and is clearly not residential. The petitioners are requesting this property be rezoned to B-2 Commercial District, which is compatible with the adjacent zoning, so that a buffer yard is not required for their development on the south side.

Mr. Lakhwinder Singh, property owner's agent, was sworn in by Mrs. Poland.

Mr. Singh said he does plan to do something with the property. He feels he needs more time or a lawyer. He stated there used to be a house where Krekel's is located. He was not prepared for this and did not have any idea what would go on today.

Mr. John Robinson stated there is nothing in the Zoning Ordinance stating a petition for rezoning has to come from the property owner. The current use of the property is non-conforming. It is potentially a problem as a parking lot/drive space is not a permitted use in the R-3 Single Family Residence District.

Discussion was held on buffer yard requirements, property ownership, allowing the property owner more time to review the petition and the urgency of the item.

It was moved and seconded (Jeffery/Peoples) to table Calendar No. 17-46. Motion failed 0-5.

It was moved and seconded (Jeffery/Clevenger) to forward Calendar No. 17-46 to the City Council with a recommendation for approval as presented by staff. Motion failed 4-1.

There being no further business, it was moved and seconded (Jeffery/Clevenger) to adjourn the meeting. Motion carried unanimously. Acting Chairman Kent Newton declared the meeting adjourned at 3:37 P.M.

Kent Newton, Secretary
Decatur City Plan Commission

City Clerk

DATE: 12/11/2017

MEMO: 2017-34

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Debbie Bright, City Clerk

SUBJECT: Resolution Approving Appointment - Public Building Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Shelith Hansbro to the Public Building Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite her respective name, to serve a term expiring upon the date set opposite her respective name or until her respective successor is appointed and qualified:

Shelith Hansbro	Public Building Commission	9/30/2022

DATED this 18th day of December, 2017.

____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2017-_________

RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 18th day of December, 2017.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 18th day of December, 2017.

____
Julie Moore Wolfe, Mayor

Purchasing

DATE: 12/4/2017

MEMO: #17-01

TO: Honorable Mayor Julie Moore-Wolfe and City Council

FROM: Tim Gleason, City Manager
Gregg Zientara, Financial Management Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Bids for Water Treatment Chemical

SUMMARY RECOMMENDATION: See attached memorandum.

ATTACHMENTS:

Description	Type
Memo 17-01	Cover Memo
Resolution	Resolution Letter
Exhibit A	Backup Material
Exhibit B	Backup Material
Bid Summary - page 1	Backup Material
Bid Summary - page 2-3	Backup Material

COUNCIL COMMUNICATION FORM

PURCHASING & INTERNAL SERVICES MEMORANDUM

#17-01

December 4, 2017

TO: Honorable Mayor Moore-Wolfe and City Council

FROM: Tim Gleason, City Manager
Gregg Zientara, Financial Management Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Bids for water treatment chemicals

SUMMARY RECOMMENDATION: Staff recommends awarding contracts to the low bidders meeting specifications listed on Exhibit A for each of the water treatment chemicals for January 1, 2018 – December 31, 2018.

BACKGROUND: The following is a list of the chemicals and how they are used in the water purification process.

Alum – to coagulate; clarifying agent
Carbon – used for taste and odor control; control of atrazine and other compounds
Carbon Dioxide – lowers the pH level
Chlorine – primary disinfectant
Hydrofluorosilicic Acid – reduces tooth decay
Lime – water softening agent
Sodium Chloride – assists to remove nitrate from water
Sodium Chlorite – disinfectant; used for taste and odor control
Sodium Hexametaphosphate – used to counteract calcium hydroxide; prevents scaling; filter protection

The City of Decatur uses a performance based evaluation for Powdered Activated Carbon (PAC).

Potential bidders were requested to submit PAC samples to an independent testing firm (Engineering Performance Solutions of Jacksonville, FL) to evaluate product performance. Vendors submitted products for evaluation.

Each product was evaluated and assigned a performance factor based on its ability to remove 60% of one of the most commonly occurring substances attributed to the unpleasant taste and odor characteristics of drinking water - Geosmin.

Multiplying this performance factor by the bid price submitted by each PAC vendor provided the ability to compare equivalent removal costs. The PAC product Aqua Nuchar from Ingevity Corporation was determined to be able to remove 60% of the Geosmin at the lowest cost.

The low bidders meeting specifications have provided the City with the necessary bonding, NSF and AWWA certifications required for their chemicals.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: The Water Production Division of the Public Works Department requested the chemicals and wrote the bid specifications. They recommend approval of the bid.

STAFF REFERENCE: Matt Newell, Interim Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Jerry Stevens, Water Production Operations Supervisor, 424-2833. Matt will be at the council meeting to answer any questions the council may have about this purchase.

BUDGET: Water Operating Fund

RESOLUTION NO. _____________

RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS
CITY PROJECT – PUR2017-13

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals, City Project PUR2017-13 presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the bids of bidders shown in Exhibit A be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidders for their bid prices shown in Exhibit A.

PRESENTED AND ADOPTED THIS 18th day of December, 2017.

____
Julie Moore-Wolfe
MAYOR

ATTEST:

____
CITY CLERK

Exhibit A
Water Treatment Chemicals – PUR2017-13

Estimated Yearly Usage	Chemical	Vendor	Unit Price
1300 tons	Alum	USAlco Michigan City Plant LLC	$ 323.28/ton
400 tons	Carbon, wood based	Ingevity Corporation	$1660.00/ton
450 tons	Carbon Dioxide	ILMO Products Co.	$ 109.00/ton
150 tons	Chlorine	JCI Jones Chemical, Inc.	$ 315.00/ton
130 tons	Hydrofluorosilicic Acid	Mosaic Global Sales	$ 229.00/ton
5500 tons	Lime	Mississippi Lime Company	$ 182.19/ton
350 tons	Sodium Chloride	Morton Salt Inc.	$ 232.54/ton
300 tons	Sodium Chlorite	Evoqua Water Technologies, LLC	$ 833.30/ton
30 tons	Sodium Hexametaphosphate	Carus Corporation	$1535.20/ton

EXHIBIT B

Results of Carbon Sample Evaluation

	Bid Price/Ton	Performance Factor	60% Removal Cost
Oxbow Activated Carbon – Oxpure AQM325	$1,526.00	1.85	$2,823.10
Ingevity Corporation – Aqua Nuchar	$1,660.00	1.00	$1,660.00
Cabot Norit Americas Inc.	$1,800.00	1.48	$2,664.00
Jacobi Cargons, Inc. – Aquasorb LP 39 PAC-S	$1,940.00	1.08	$2,095.20

Project Name: Water Treatment Chemicals

Project Number: PUR2017-13

Bid Date: November 14, 2017

Time: 10:00 a.m.

	Description	**QTY.**	**Unit**	**Unit Price**	**Total**
	See Attached				
	No Bids:				
	Geo Specialty Chemicals				
	Kemira Water Solutions Inc.				
	Omni Materials Inc.				
	Praxair Inc.				

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2017-13
November 14, 2017

1. Alum, liquid bulk

USAlco Michigan City Plant LLC	$ 323.28/ton
Chemtrade Chemicals US LLC	$ 355.00/ton
Rowell Chemical Corporation	$ 431.00/ton

2. Carbon, activated bulk – Wood Based

Oxbow Activated Carbon	$1526.00/ton
Ingevity Corporation	$1660.00/ton
Cabot Norit Americas Inc.	$1800.00/ton
Jacobi Carbons, Inc.	$1940.00/ton

3. Carbon Dioxide, bulk

ILMO Products Company	$ 109.00/ton
Air Products & Chemicals, Inc.	$ 114.00/ton
Ethanol Products LLC	$ 115.00/ton

4. Chlorine, liquid, ton containers

JCI Jones Chemicals, Inc.	$ 315.00/ton
Alexander Chemical Corporation	$ 373.00/ton
Brenntag Mid-South, Inc.	$ 410.00/ton
DPC Enterprises	$ 584.00/ton

5. Hydrofluorosilicic Acid, 23% bulk

Mosaic Global Sales, LLC	$ 299.00/ton* 22.5 ton min order
Pencco, Inc.	$ 328.05/ton
Alexander Chemical Corporation	$ 346.00/ton
Brenntag Mid-South, Inc.	$ 351.00/ton

6. Lime, pebble, bulk, blower truck

Mississippi Lime Company	$ 182.19/ton
Carmeuse Lime & Stone	$ 244.48/ton

7. Sodium Chloride

Morton Salt, Inc.	$ 232.54/ton

8. Sodium Chlorite, bulk

Evoqua Water Technologies LLC	$ 833.30/ton
International Dioxide, Inc.	$ 894.00/ton

9. Sodium Hexametaphosphate, 50 lb. bags

Carus Corporation	$1535.20/ton
Shannon Chemical Corp.	$1637.37/ton
Sterling Water Technologies LLC	$1868.89/ton* min 5 pallets
Brenntag Mid South, Inc.	$2311.00/ton

City Clerk

DATE: 12/13/2017

MEMO: 2017-35

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Debbie Bright, City Clerk

SUBJECT:
Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings

SUMMARY RECOMMENDATION: Staff recommends approval of the Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit A	Backup Material
Exhibit B	Backup Material

RESOLUTION NO. R2017-______

RESOLUTION APPROVING AND DETERMINING THE NEED FOR CONFIDENTIALITY OF MINUTES OF CLOSED MEETINGS

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

Section 1. That the minutes of those closed meetings of the Council conducted on the dates shown on Exhibits A and B hereto are hereby approved, and any prior approvals of said minutes are hereby confirmed and ratified.

Section 2. That the Council hereby determines that the minutes, or portions thereof, of those closed meetings of the Council conducted on the dates shown on Exhibit A hereto no longer require confidential treatment and are hereby made available for public inspection on and after the effective date hereof.

Section 3. That the Council hereby determines that the minutes of those closed meetings of the Council conducted on the dates shown on Exhibit B hereto require confidential treatment and are not available for public inspection until further order of the Council.

Section 4. That pursuant to Section 2.06 (c) (1) of the Open Meetings Act, the City Clerk is authorized to destroy the verbatim records of all Closed Meetings that have occurred more than eighteen (18) months from the date of this Resolution, this Council having approved written Minutes of all such meetings.

PRESENTED AND ADOPTED THIS 18th DAY OF DECEMBER 2017.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
City Clerk

Exhibit A
(Minutes to be Released)

May 4, 2009 (Portion marked "R")

May 8, 2009

December 6, 2010

February 24, 2015

August 3, 2015

August 10, 2015

August 17, 2015 (Portion marked "R")

September 8, 2015

May 15, 2017 (Portion marked "R")

Exhibit B
(Minutes NOT to be Released)

1999

February 8, 1999

2000

June 10, 2000
July 24, 2000
November 11, 2000

2002

March 18, 2002
November 4, 2002

2003
March 3, 2003
April 21, 2003
April 24, 2003
May 12, 2003
May 27, 2003
June 2, 2003
August 4, 2003
August 18, 2003
October 20, 2003
December 15, 2003

2004

January 20, 2004
March 29, 2004
April 5, 2004
June 7, 2004
August 16, 2004
October 18, 2004

2005

January 18, 2005
January 24, 2005
February 21, 2005
June 20, 2005

2006

January 17, 2006
March 20, 2006
May 1, 2006
May 15, 2006
June 5, 2006
June 8, 2006
June 19, 2006
July 3, 2006 (2 sets)
July 12, 2006
July 31, 2006
September 5, 2006
November 6, 2006
November 20, 2006

2007
January 8, 2007
January 22, 2007
March 5, 2007
May 7, 2007
June 18, 2007
September 17, 2007
October 1, 2007
November 19, 2007
December 3, 2007
December 26, 2007

2008

January 7, 2008
January 22, 2008
February 4, 2008
April 7, 2008
April 21, 2008
April 23, 2008
May 5, 2008
May 19, 2008
June 2, 2008
June 16, 2008
June 30, 2008
July 21, 2008
July 28, 2008
August 4, 2008
September 2, 2008
September 4, 2008
September 15, 2008
October 6, 2008

2008 (continued)

December 8, 2008

2009

March 16, 2009
May 4, 2009
May 18, 2009
June 15, 2009
July 6, 2009
September 21, 2009
November 30, 2009
December 7, 2009 (2 sets)

2010

March 1, 2010
March 15, 2010
April 19, 2010
May 3, 2010
June 7, 2010
September 20, 2010
December 20, 2010

2011

January 18, 2001
March 7, 2011
October 3, 2011
December 5, 2011

2012

June 4, 2012
July 30, 2012
September 17, 2012
November 5, 2012

Exhibit B
(Minutes NOT to be Released)

2013

January 7, 2013
February 19, 2013
June 3, 2013
June 17, 2013
July 1, 2013
July 15, 2013
August 5, 2013
September 16, 2013
November 18, 2013
December 2, 2013
December 16, 2013

2014

January 21, 2014
February 3, 2014
May 19, 2014
August 4, 2014
November 3, 2014

2015

April 20, 2015
May 18, 2015
June 1, 2015
August 17, 2015
August 31, 2015
September 14, 2015
October 5, 2015
October 19, 2015
November 16, 2015

2016

April 4, 2016
April 18, 2016
May 16, 2016
June 6, 2016
June 20, 2016
July 5, 2016
October 3, 2016
October 17, 2016
November 7, 2016
December 5, 2016

2017

April 3, 2017
April 17, 2017
April 26, 2017
May 15, 2017

ORDINANCE NO. 2017-

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2013 SERIES BONDS

WHEREAS, by Ordinance No. 2012-78 passed and adopted on November 5, 2012, the City Council of the City of Decatur, Illinois, caused general obligation refunding bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2018 and ending December 31, 2018.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2018 and ending December 31, 2018, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2012-78 GO Bond Series 2013	1,857,100.00	1,857,100.00	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2017 assessed value year with property tax payable in 2018.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 18th day of December, 2017.

____

Julie Moore Wolfe, Mayor

ATTEST:

____

CITY CLERK

ORDINANCE NO. 2017-

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2014 SERIES BONDS

WHEREAS, by Ordinance No. 2014-04 passed and adopted on February 3, 2014, the City Council of the City of Decatur, Illinois, caused general obligation refunding bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2018 and ending December 31, 2018.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2018 and ending December 31, 2018, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2014-04 GO Bond Series 2014	1,873,237.50	1,873,237.50	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2017 assessed value year with property tax payable in 2018.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 18th day of December, 2017.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
CITY CLERK

ORDINANCE NO. 2017-

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2015 SERIES BONDS

WHEREAS, by Ordinance No. 2015-36 passed and adopted on August 17, 2015, the City Council of the City of Decatur, Illinois, caused general obligation bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2018 and ending December 31, 2018.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2018 and ending December 31, 2018, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2015-36 GO Bond Series 2015	1,748,325.00	1,748,325.00	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2017 assessed value year with property tax payable in 2018.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 18th day of December, 2017.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
CITY CLERK

ORDINANCE NO. 2017-

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2016 SERIES BONDS

WHEREAS, by Ordinance No. 2016-70 passed and adopted on October 17, 2016, the City Council of the City of Decatur, Illinois, caused general obligation bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2018 and ending December 31, 2018.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2018 and ending December 31, 2018, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2016-70 GO Bond Series 2016	1,739,752.26	1,739,752.26	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2017 assessed value year with property tax payable in 2018.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 18th day of December, 2017.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
CITY CLERK

ORDINANCE NO. 2017-

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2010 SERIES A BONDS

WHEREAS, by Ordinance No. 2010-79 passed and adopted on November 15, 2010, the City Council of the City of Decatur, Illinois, caused general obligation refunding bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2018 and ending December 31, 2018.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2018 and ending December 31, 2018, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2010-79 GO Bond Series A 2010	894,245.02	715,394.00	178,851.02

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to partially abate said levy and to extend the same as so abated for the 2017 assessed value year with property tax payable in 2018.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 18th day of December, 2017.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
CITY CLERK

ORDINANCE NO. 2017-

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2010 SERIES B BONDS

WHEREAS, by Ordinance No. 2010-79 passed and adopted on November 15, 2010, the City Council of the City of Decatur, Illinois, caused general obligation bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2018 and ending December 31, 2018.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2018 and ending December 31, 2018, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2010-79 GO Bond Series B 2010	2,506,780.02	2,506,780.02	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2017 assessed value year with property tax payable in 2018.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 18th day of December, 2017.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
CITY CLERK

ORDINANCE NO. 2017-

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2010 SERIES C BONDS

WHEREAS, by Ordinance No. 2010-79 passed and adopted on November 15, 2010, the City Council of the City of Decatur, Illinois, caused general obligation bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2018 and ending December 31, 2018.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2018 and ending December 31, 2018, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2010-79 GO Bond Series C 2010	275,600.00	137,800.00	137,800.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to partially abate said levy and to extend the same as so abated for the 2017 assessed value year with property tax payable in 2018.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 18th day of December, 2017.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
CITY CLERK

DATE: 12/12/2017

MEMO: Letter to the City Council Financial Management Department #2017 - 12

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Ray Lai, Director of Economic and Community Development
John Williams, Mass Transit Administrator
Gregg Zientara, City Treasurer & Director of Finance

SUBJECT: Resolution Authorizing Execution and Amendment of the Fiscal Year 2018 Transit Operating Assistance Grant Agreement with the Illinois Department of Transportation

SUMMARY RECOMMENDATION: It is recommended that the Mayor and Council approve the Grant Agreement with the State of Illinois through the Illinois Department of Transportation.

BACKGROUND: The Downstate Operating Assistance Program, known as the DOAP program, has been the main funding mechanism for Decatur Public Transit. It is a grant provided by the State of Illinois through the Illinois Department of Transportation. The local match is generated through multiple revenue streams including 5307 Federal funds. This year's budgeted grant amount is $10,051,800.

PRIOR COUNCIL ACTION: Prior Downstate Operating Grant Program agreements have been approved by City Council.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: John Williams, Mass Transit Administrator; Ray Lai, Community and Economic Development Director; Gregg Zientara, City Treasurer; Jerome Parker, General Manager of Operations, MV; Michelle Alexander, Grants & Procurement Manager, MV

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Grant agreement	Backup Material

RESOLUTION NO. R__________

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF FY2018 TRANSIT OPERATING ASSISTANCE GRANT AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION

WHEREAS, the provision of public transportation service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30ILCs740/2- 1 et seq.) (" Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

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

Section 1. That the City of Decatur Illinois enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2018 in order to obtain grant assistance under the provision of the Act.

Section 2. That the Mayor of the City of Decatur, Illinois, and she is hereby, authorized and directed to execute the Agreement or its amendments(s) on behalf of the City of Decatur Illinois for such assistance for fiscal year 2018.

Section 3. That the Mass Transit Administrator of the City of Decatur, Illinois, is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for fiscal year 2018.

Section 4. That while participating in said operating assistance program the City of Decatur, Illinois, shall provide all required matching funds

PRESENTED AND ADOPTED this 18th day of December, 2017.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
Debra G. Bright City Clerk

Illinois Department of Transportation
Office of Intermodal Project Implementation / Bureau of Transit
69 West Washington Street / Suite 2100 / Chicago, Illinois 60602

November 30, 2017

Ms. Julie Moore Wolfe
Mayor, City of Decatur
1 Gary Anderson Plaza
Decatur, IL 62523

RE: FY2018 Uniform Grant Agreement /Downstate Operating Assistance Program
Grant No: OP-18-08-IL, Agreement No. 4876

Dear Ms. Wolfe:

The Illinois Department of Transportation, Office of Intermodal Project Implementation has received your agency's Fiscal Year 2018 Downstate Operating Assistance Program (DOAP) Application. The Department is conditionally approving the information contained herein pursuant to Section 740/2-11 of the Downstate Public Transportation Act (30 ILCS 740, Article II).

The Department is transmitting your agency's FY18 Downstate Operating Assistance Program Agreement for partial execution. The Agreement provides an estimated DOAP amount based on the budget provided in your agency's application up to the maximum amount of the FY18 State Appropriation. Please submit two partially executed Agreements to the Department and include the required Opinion of Counsel and acceptable Board Resolution with the Agreements. Without these documents, the Department cannot fully execute your Agreement.

This Agreement is based on the Uniform Grant Agreement required under GATA. Please review it carefully, print two single sided copies of the attached Agreement, and have the agency's (grantee) authorized representative complete the following for both copies:

- *Verify your agency's correct DUNS Number and FEIN Number in Section 1.1 on page 1.*
- *Sign his/her name , date the signature, print his/her name, print his/her title, provide his/her e-mail address under GRANTEE NAME in Section 1.6 page 2.*
- *Complete the Grantee's Authorized Representative Table and if applicable the Grantee Program Compliance Oversight Monitor (Rural recipients) Table which is Exhibit D, on page 28.*
- *Have your grantee's attorney complete Part 2, Attachment 1,Opinion of Council on page 34 including review of grant specific information in the body of the Opinion and sign and date after reviewing the agreement and Grantee's eligibility under the program.*

- *Complete Part 2. Attachment 2.Board Resolution on page 35 including all required grant specific information in the body of the resolution and complete the signature block as appropriate.*
- *Sign. date. and provide the title of the signatory on Part 2. Attachment 3. Drug Free Work Place Certification on pages 36 and 37.*
- *Sign. date. and provide the title of signatory on Part 3. Attachment 1. Certification by Grantee Not to Engage in School Bus Operations on page 43.*
- *Review Part 3. Attachment 2. Uniform Budget. Complete Section A Indirect Cost Rate Information. sign Section B Certification. and provide the title of both the signatory and the CFO (or equivalent). and do not date. Also complete FFATA Date Collection Form on Part 3. Attachment 2. Uniform Budget.*
- *Return **both** copies of the above, with **original signatures**, to the Department. Be sure to include complete Opinion of Counsel and board resolution forms authorizing this grant agreement.*

The partially executed agreements should be returned to:
Ms. Karen Strell, Section Chief, Northern Transit Operating Programs
IDOT, Office of Intermodal Project Implementation
69 W. Washington, Suite 2100
Chicago, Illinois 60602

Upon receipt of the partially executed Agreements, the Department will secure the necessary signatures, and return a fully-executed Agreement for your files. You may include your 1st quarter advance pay requests with these Agreements. The Department will process the requests and will have them ready for payment once the Department fully executes the Agreement and the State Comptroller fully obligates the funds.

Should you have any questions regarding this agreement, please contact:
Karen Strell at (312)793-5230 or by email at Karen.Strell@Illinois.gov .

Sincerely,

John J. Marrella,
Bureau Chief of Transit Operations

Enclosures

GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
AND
CITY OF DECATUR

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

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 075613000 is Grantee's correct DUNS number, that 376001308 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be **$**10,051,800.00, of which **$**0 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the Federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 494-80-1141.

1.4. Term. This Agreement shall be effective on July 1, 2017 and shall expire on June 30, 2018, unless terminated pursuant to this Agreement.

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

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

Illinois Department of Transportation

By: ____________________________________
Signature of Randall S. Blankenhorn
Date: __________________________________
Printed Name: Randall S. Blankenhorn
Printed Title: Secretary

City of Decatur

By: ____________________________________
Signature of Authorized Representative
Date: __________________________________
Printed Name: Julie Moore Wolfe
Printed Title: Mayor, City of Decatur
E-mail: jmoore_wolfe@decaturil.gov

Designee

By: ____________________________________
Signature of First Other Approver, if Applicable
Date: __________________________________
Printed Name: Beth McCluskey
Printed Title: Director, Office of Intermodal Project Implementation

ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III
DEFINITIONS

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

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

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"FAIN" means the Federal Award Identification Number.

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

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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 7000.20.

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

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

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

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

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

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

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

ARTICLE IV
PAYMENT

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

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq*.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees to hold harmless Grantor 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 if it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8). All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

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

> By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. 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).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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

ARTICLE VI
BUDGET

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

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

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

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

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

ARTICLE VII
ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

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

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

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

7.6. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

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

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. *See* 2 CFR 200.302.

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

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

through 7.7).

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

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

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

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

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

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

7.9. Federal Requirements. All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10. 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).

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

ARTICLE VIII
REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

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

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

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

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

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

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

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

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

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).

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

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

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

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

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

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

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

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

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

ARTICLE IX
CRIMINAL DISCLOSURE

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

ARTICLE X
UNLAWFUL DISCRIMINATION

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

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

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

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

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

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

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

ARTICLE XI
LOBBYING

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

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

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

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

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

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

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

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

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

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

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

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

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

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in **PART TWO** or **PART THREE**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. *See* 2 CFR 200.343.

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

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

ARTICLE XV
AUDIT REQUIREMENTS

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

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the audit period.

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

(i) If, during its fiscal year, Grantee expends more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the audit period.

15.3. "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 $750,000 or more in Federal Awards (direct federal and federal pass-through awards) and State Awards, singularly or in any combination, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The audit and reporting package (including data collection form and management letters) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards and State Awards combined, Grantee must follow all of the audit requirements in Paragraphs 15.2(c)(i)-(iii), above.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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

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

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

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

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

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

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

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

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

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

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

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

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

ARTICLE XIX
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or $106,447.20 (30 ILCS 500/50-13).

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

ARTICLE XXII
EQUIPMENT OR PROPERTY

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

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

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

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XXIV
INSURANCE

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

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

ARTICLE XXV
LAWSUITS AND INDEMNIFICATION

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

25.2. Indemnification. To the extent permitted by law, Grantee agrees to 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 will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

ARTICLE XXVI
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by Grantor, and in accordance with the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.)("Act"), the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to Grantor. The Grantee shall provide all required local matching funds necessary to meet the obligations of operating general public transit service which are not covered by funds provided under the Act.

EXHIBIT B

DELIVERABLES OR MILESTONES

A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this grant agreement.

B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.

C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.

D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.

E. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.

F. When required by the Grantor, the Grantee shall prepare and submit cost allocations plans.

EXHIBIT C

PAYMENT

Grantee shall receive $10,051,800.00* under this Agreement.
*This amount is estimated.

GRANTEE understands and accepts that it will disburse its Indirect Costs separately from its Direct Costs in accordance with its approved Indirect Cost Rate.

GRANTEE further understands and accepts that, within three (3) months after execution of the AGREEMENT, GRANTEE will submit updated, separate Budgets: one to reflect GRANTEE's costs; and a Budget to reflect costs incurred by each sub-recipient GRANTEE utilizes to accomplish the project goals and objectives of this AGREEMENT.

The Grantor shall process up to a total of five payments, comprising of a combination of advance, reimbursement or reconciling payments, to the Grantee upon the timely receipt of quarterly expense and revenue submitted on the Grantor's prescribed forms. Payments will be processed upon the Grantor determining if and to what extent the request is eligible for operating expenses incurred in conformity with Grantee's approved application and the Act.

Grantees shall have the flexibility to request:

A. an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Grantor; or

B. a reimbursement for actual quarterly expense and revenue incurred; or

C. a combination of both.

Advance payments may not be processed by the Grantor, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Grantor and the Grantee and filed with the Office of the Comptroller.

Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests. These adjustments shall be shown and all subsequent pay requests.

Grantee agrees that payment shall not constitute a final determination by the Grantor of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Grantor reserves the right to offset any payment to satisfy any monetary claims that the Grantor may have outstanding against Grantee. Furthermore the Grantor may request reimbursement of a portion of or all payments in the case of overpayment or fraud.

EXHIBIT D

CONTACT INFORMATION

<u>CONTACT FOR NOTIFICATION</u>:

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

GRANTOR CONTACT

Name:	Karen Strell
Title:	Section Chief
Address:	69 W. Washington, Suite 2100, Chicago, IL 60602
Phone:	(312)793-5230
TTY#:	
Fax#:	
E-mail Address:	Karen.strell@illinois.gov

GRANTEE AUTHORIZED REPRESENTATIVE

Name:	Julie Moore Wolfe
Title:	Mayor
Address:	1 Gary Anderson Plaza Decatur IL 62523
Phone:	217-424-2804
TTY #:	
Fax #:	
E-mail Address:	jmoore_wolfe@decaturil.gov
Additional Information:	

GRANTEE PROGRAM COMPLIANCE OVERSIGHT MONITOR

Name:	Gregg Zientara
Title:	Director of Financial Management
Address:	1 Gary K. Anderson Plaza Decatur IL 62523
Phone:	217-424-2702
TTY #:	
Fax #:	
E-mail Address:	Gzientara@decaturil.gov
Additional Information:	

EXHIBIT E

PERFORMANCE MEASURES

The Grantees should:

1) Submit accurate and timely reports required by this program.

2) Submit timely corrective action plans with regard to program operations when directed by the Grantor, the Grantor's consultants and/or vendors resulting from:

   A. Financial Management Reviews;

   B. Compliance Reviews;

   C. Audits;

   D. Grantor policy changes;

   E. Public Complaint Process;

   F. and/or as directed by the Grantor to remain in compliance with grant requirements.

3) Promptly respond to inquiries by the Grantor or Grantor consultants and/or vendors.

EXHIBIT F

PERFORMANCE STANDARDS

Performance Standards shall include:

1) Timely and 100% accuracy in quarterly and year end reports as described in Exhibits B and C. As well as Public Transportation Accounts (PTA) account reports.

2) Timeliness of corrective actions will be determined on a case by basis dependent on the urgency to which an issues needs to be addressed. This may be determined by the Grantor, a third part retained by the Grantor, or coordination between the Grantor and the Grantee.

   A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this grant agreement.

   B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.

   C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.

   D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.

   E. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.

   F. When required by the Grantor, the Grantee shall prepare and submit cost allocation plans.

EXHIBIT G

SPECIFIC CONDITIONS

Funding

- Grantee shall maintain sufficient required matching funds, said funds should be held in an interest bearing Public Transit Account.

Financial Reporting (2 CFR 200.327)

- Conditions:
    - Grantee shall submit a quarterly OP-4 form in addition to other required quarterly reports.

- 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.

Cost Principles (2 CFR 200.400)

- Conditions:
    - Grantee shall request additional prior approvals for any costs that deviate from submitted budget before any expense is incurred, and submit monthly OP-10C reports in addition to other required quarterly reports.

- Corrective Action:
    - Implementation of additional controls for reviewing and approval of expenditures.

Audit (2 CFR 200.500)

- Conditions:
    - The Grantor shall perform a desk review of the status of the implementation of corrective action and provide feedback on the turnaround times.

- Corrective Action:
    - Address all audit findings giving priority to significate deficiencies and material weaknesses.

Property Standards

- Conditions:
    - Grantee shall seek prior approvals from its board and/or the Grantor prior to changes in preventative maintenance or asset control policies for any property purchased with state or federal transit funds.

- Corrective Action:
    - Implementation of corrective action including new or enhanced controls over equipment and property maintenance plans.

Fraud, Waste and Abuse

- Conditions:
  - The grantee shall provide proof of establishing policies to address the issue and acquire required fraud awareness and ethics training.

- Corrective Action:
  - Implementation of a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.

Quality of management systems and ability to meet the management standards

- Conditions:
  - Grantee shall submit a quarterly OP-4 form in addition to other required quarterly reports.

- Corrective Action:
  - Implementation of written policies to address gaps in management systems and operations including the potential for additional training specifically related to internal controls and program management.

History of Performance

- Conditions:
  - Grantee shall submit a quarterly OP-4 form in addition to other required quarterly reports. Grantee shall review transit system performance with its governing board at least once per quarter and submit minutes of meeting.

- Corrective Action:
  - Implementation of written policies to address gaps in grantee's program oversight and operational efficiency.

Reports and Findings from Audits

- Conditions:
  - Grantee shall submit quarterly written updates on the status of corrective actions needed and those taken.

- Corrective Action:
  - Address all audit findings and/or compliance deficiencies giving priority to significate deficiencies and material weaknesses.

Grantee shall:

A. Provide proof that substantial steps are being taken to mitigate risk factors within the 90 days of the executed grant agreement or written plan to mitigate said risk factors.

B. Submitted written plans shall provide what steps were taken, issues faced in each step, which steps were accomplished, which were not and why, what actions are currently being taken, and an estimated date as to when risk factors will be mitigated.

C. The plan for mitigation, explanations, and estimated date may be deemed unacceptable in whole or in part at the discretion of the Grantor.

Failure to submit proof of mitigated risk factors, explanations, and/or estimated dates will be considered a material breach of this Agreement and shall result in the withholding of funds, the return of improper payments or Unallowable Costs, and may be the basis to recover Grant Funds. Grantee's failure to comply with the specific conditions outlined in this exhibit shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

INSPECTION AND AUDIT

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

Grantee agrees to permit the Grantor to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

Grantee agrees to notify the Grantor of any pending federal triennial review as soon as it is scheduled and to permit the Grantor to attend same.

ETHICS

A. Code of Conduct

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

   a. the employee, officer, board member, or agent;

   b. any member of his or her immediate family;

   c. his or her partner; or

   d. an organization which employs, or is about to employ, any of the above.

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

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

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

GRANTEE'S WARRANTIES

Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Grantor:

A. a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, in the form of **Part Two Attachment 1**.

B. a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions, in the form of **Part Two Attachment 2**.

DRUG FREE WORKPLACE

Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq*.) and has signed the Drug Free Workplace Certification attached to this Agreement as **Part Two Attachment 3**.

DISPUTE RESOLUTION

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

PART TWO ATTACHMENT 1

OPINION OF COUNSEL

I, the undersigned, am an attorney licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for the City of Decatur ("Grantee"). In this capacity, my opinion has been requested regarding the eligibility of the Grantee for grant assistance under the provisions of the Downstate Public Transportation Act, 30 ILCS 740/2-1 *et seq*. ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, Agreement No. (4876 (18-1141.2344)), Grant No. (OP-18-08-IL) ("Agreement") tendered by the State of Illinois ("State") to the Grantee, and I hereby find the following:

1. The Grantee is an eligible "Participant" as defined in the Act.

2. There are no provisions in the Grantee's charter, by-laws, or in the laws or rules of the State of Illinois, United States of America, or any unit of local government that preclude or prohibit the Grantee from entering into such Agreement.

3. The Grantee is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.

4. I have no knowledge of any pending or threatened litigation, in either Federal or State court, which would adversely affect the Agreement or prevent the Grantee from contracting with the State for the purpose of receiving a Downstate Operating Assistance Grant.

Based on the foregoing, I am of the opinion that the Grantee is an eligible Participant under the provisions of the Act, and that it is fully empowered and authorized to accept the grant from the State.

Signature: ____
Wendy L. Morthland, Corporation Counsel
City of Decatur, Illinios

Date: ____

PART TWO ATTACHMENT 2

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

WHEREAS, the provision of public transportation service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 *et seq.*) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE (governing body) OF THE City of Decatur:

Section 1. That the City of Decatur enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2018 in order to obtain grant assistance under the provisions of the Act.

Section 2. That the Mayor of the City of Decatur hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the City of Decatur for such assistance for fiscal year 20__.

Section 3. That the Mayor of the City of Decatur is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for fiscal year 2018.

Section 4. That while participating in said operating assistance program the City of Decatur shall provide all required local matching funds.

PRESENTED and ADOPTED this _______ day of ________________, 2017

___________________________________ ________________________________
(Signature of Authorized Official) *(Attest)*

___________________________________ ________________________________
(Title) *(Date)*

PART TWO ATTACHMENT 3

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq*.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the 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 or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other 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 a contract or grant of $5,000 or more from the State.

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 workplace.

(2) Specifying the 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 statute conviction for a violation occurring in the workplace no later than five (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 policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; 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 grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Grantor 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 by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(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.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Accepted on behalf of ________________________________
City of Decatur

____
Signature of Authorized Representative

________________________________ ____________________
Title Date

PART THREE – THE PROJECT-SPECIFIC TERMS

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

DEFINITIONS

As used in this Agreement:

A. "AICPA" means the American Institute of Certified Public Accountants.

B. "FTA" means the Federal Transit Administration of the United States Department of Transportation, or its successor

C. "OMB" means the U.S. Office of Management and Budget.

PROJECT SCOPE

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by the Grantor, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the **Grantor**.

PROJECT BUDGET

The Uniform Budget is attached as **Part Three, Attachment 2**.

Under the Act, the Grantor enters into this Grant Agreement to implement Grantee's approved program of expenditures, within the following condition:

The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2018, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2018, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for fiscal year 2018 does not exceed Grantee's actual operating deficit for that year.

The Grantor has approved and agrees to make a grant in the estimated amount of $10,051,800.00, subject to the limitations set forth above, the Act and the Rules.

In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2018 exceed Grantee's actual operating deficit for that year, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

PAYMENT PROCEDURES

The Grantor shall process up to a total of five payments, comprising of a combination of advance, reimbursement or reconciling payments, to Grantee upon the timely receipt of quarterly expense and revenue submitted on the Grantor's prescribed forms. Payments will be processed upon the Grantor determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application and the Act.

A. Grantees shall have the flexibility to request: an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Grantor; or

B. a reimbursement for actual quarterly expense and revenue incurred; or

C. a combination of both.

Advance payments may not be processed by the Grantor, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Grantor and the Grantee and filed with the Office of the Comptroller.

Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests.

Grantee agrees that payment shall not constitute a final determination by the Grantor of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Grantor reserves the right to offset any payment to satisfy any monetary claims that the Grantor may have outstanding against Grantee.

ELIGIBLE OPERATING EXPENSES

Eligible operating expenses include, but are not limited to the following:

A. employee wages and benefits;

B. materials, fuels and supplies;

C. rental of facilities;

D. taxes other than income taxes;

E. payment for debt service (including principal and interest) on equipment or facilities owned by Grantee, to the degree that the Grantee's governing board, through resolution, certifies that the public transportation portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the Grantee complies with the Grantor's "Public Transportation Capital Improvement Grants Manual" and "Supplemental Operating Assistance Guidelines";

F. non-rolling stock-equipment purchases that are less than $10,000;

G. administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the Department under its capital grant program) associated with capital projects which are not reimbursed elsewhere;

H. routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;

I. reasonable expenses and compensation for Grantee's board members or trustees as provided under the Local Mass Transit district Act (70 ILCS 3610/4)

J. established reserves for self-insurance programs;

K. the costs associated with the audit requirements set forth in Section 653.410 of the Rules;

L. Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and

M. any other expenditure that an independent auditor retained by the Grantee's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

INELIGIBLE OPERATING EXPENSES

Ineligible operating expenses include, but are not limited to, the following:

A. depreciation, whether funded or unfunded;

B. amortization of any intangible assets;

C. debt service on capital assets acquired with the assistance of capital grant funds provided by the State;

D. profit or return on investments;

E. excessive payments to associated entities;

F. expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;

G. costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)

H. travel and entertainment expenses incurred in attending non-public transportation-related activities;

I. charter, school bus and sightseeing expenses as defined by the FTA;

J. fines and penalties;

K. charitable donations;

L. interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;

M. income taxes;

N. that portion of any eligible operating expense for which the Grantee has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;

O. expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);

P. expenses for freight haulage provided by Grantee;

Q. any expense that is reimbursed from insurance proceeds;

R. maintenance or operation of vehicles that are not used by a Grantee or its contractors for public transportation or to support public transportation operations; and

S. any other expense determined by the Grantor to be inconsistent with federal regulations or requirements.

PROJECT CLOSEOUT

Upon the Grantor's receipt of the Grantee’s independent audit report of the Project, the Grantor shall perform a review of the Grantee’s independent audit to determine whether to approve the independent audit. Once the Grantee’s independent audit has been approved by the Grantor, the Grantor shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the Grantee under this Agreement. If the

Grantor has made payment to the Grantee in excess of the final total amount determined by the Grantor-approved independent audit to be due the Grantee, the Grantee shall promptly remit such excess to the Grantor.

At the discretion of the Grantor, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the Grantor notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by the Grantor-approved independent audit to the Grantee, or when an appropriate refund of Grant funds, as determined by the Grantor-approved independent audit, has been received from the Grantee and acknowledged by the Grantor. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Grantor.
Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout.

SCHOOL BUS OPERATIONS

Pursuant to 20 ILCS 2705/2705-605(f), Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as **Part Three Attachment 1**.

ETHANOL GASOLINE

Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

NO WAIVER

No failure of Grantee to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantor may rely for the purpose of denial of such a right or remedy to Grantee.

GRANTEE'S RESERVATION OF RIGHTS

This contract is executed by Grantee with a reservation of rights to contest provisions inconsistent with the enabling legislation, Downstate Public Transportation Act (30 ILCS 740) and the Illinois Constitution.

FAILURE TO APPROPRIATE FUNDS

This Agreement, notwithstanding anything to the contrary set forth herein, is subject to Section 2-3(d) of the Downstate Public Transportation Act (30 ILCS 740/2-3(d)).

PART THREE ATTACHMENT 1

CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Grantor in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

Accepted on behalf of ________________________________
City of Decatur

____
Signature of Authorized
Representative

____ ______________________
Title Date

PART THREE ATTACHMENT 2

UNIFORM BUDGET

DATE: 12/12/2017

MEMO: Letter to the Decatur City Council Financial Management Department 2017 - 15

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Resolution Authorizing the City of Decatur to provide an Interfund Cash Advance to the Decatur Public Transit System Fund

SUMMARY RECOMMENDATION:
City Administration recommends City Council approval of the attached Council Resolution.

BACKGROUND:
The City of Decatur Public Transit is primarily funded through operating grants received from the State of Illinois Department of Transportation.

The Council Resolution herewith is requesting approval as a precautionary measure in the event that the City of Decatur Public Transit System does not receive the State of Illinois Department of Transportation 1st and 2nd Quarter operating grants, which is on file with the State of Illinois and pending disbursement.

Unless said operating grant is received before December 31, 2017, the Decatur Public Transit System Fund will end the City of Decatur 2016 fiscal year with a negative cash position.

Government Accounting Standards Board ("GASB") pronouncements require the Auditors in the fiscal period audit to cite the City with a negative audit finding in the event of such occurrence, regardless of the reason for the negative cash position.

Council approval of the Interfund Cash advance, in the event required, will place the City in compliance of GASB audit requirements.

If the operating grant is received prior to December 31, 2017, the Interfund Cash Advance will not be affected.

The projected amount of the Interfund Cash Advance is on the order of $2.0 million. The Interfund Cash Advance would be provided by the City of Decatur Water Operating Fund.

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

INPUT FROM OTHER SOURCES: No input from other sources.

STAFF REFERENCE: Tim Gleason, City Manager Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS: None.

ATTACHMENTS:

Description	Type
Resolution	Cover Memo

RESOLUTION NO. R2017-

RESOLUTION AUTHORIZING THE CITY OF DECATUR TO PROVIDE AN INTERFUND CASH ADVANCE TO THE DECATUR PUBLIC TRANSIT SYSTEM FUND

WHEREAS, the Decatur Public Transit System must have funds in an amount to affect a positive cash position at the close of business as of December 31, 2017 for the purpose of funding the payroll and other operating expenses; and,

WHEREAS, the Decatur Public Transit System receives operating grants from the Illinois Department of Transportation on a quarterly basis and the Decatur Public Transit System has not received the State of Illinois Department of Transportation first and second quarter operating grants; and,

WHEREAS, it is necessary for the City of Decatur to provide an interfund cash advance to the Decatur Public Transit System in an amount sufficient to affect a positive cash position as of the close of business December 31, 2017 until such time that the Decatur Public Transit System receives the first and second quarter operating grants from the State of Illinois.

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

Section 1. That an Interfund Cash Advance in sufficient amount to affect a positive cash position at the close of business as of December 31, 2017 to the Decatur Public Transit System Fund of the City of Decatur, Illinois, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Treasurer is hereby, authorized and directed to affect said interfund cash advance to the Decatur Public Transit System on behalf of the City of Decatur, Illinois.

Section 3. That the City Treasurer is hereby authorized and directed to repay in full the amounts transferred herein to the City of Decatur at such time that the Decatur Public Transit System fund receives its first and second quarter operating grant funds or at such time that the Decatur Public Transit System fund has sufficient funds to repay the interfund cash advance to the City of Decatur, whichever occurs first.

PRESENTED and ADOPTED this 18th day of December 2017.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
City Clerk

City Clerk

DATE: 12/8/2017

MEMO: 2017-13

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager

SUBJECT:
November 2017 Monthly Reports

ATTACHMENTS:

Description	Type
City Clerk	Cover Memo
Economic & Community Development	Cover Memo
Fire	Cover Memo
Human Resources	Cover Memo
IT	Cover Memo
Police	Cover Memo
Public Works	Cover Memo

City Clerk's Office

November 2017 Month End Report

- Attended and prepared minutes for two City Council meetings.
- Processed and issued 3 new liquor licenses.
- Received and processed 12 Freedom of Information requests.

DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
MONTHLY REPORT
(NOVEMBER, 2017)

ECONOMIC DEVELOPMENT DIVISION

The Economic Development Division had 11 new and separate inquiries in November for possible projects and also had 14 meetings related specifically to ongoing initiatives. We have ongoing projects both in the planning stage and under way. We also had 7 ribbon-cuttings in November. As of last week, there were 1,057 job listings in the Decatur, Illinois area on indeed.com, one of the leading national job search sites with DMH leading the way with 89 jobs. There are 5,605 jobs listed on the Illinois Department of Employment Services website in the Central Illinois Region with the top two being Healthcare with 832 jobs and Transportation jobs at 765 respectively.

PLANNING AND SUSTAINABLITY DIVISION

Staff typically process site plans, rezoning and conditional use permit requests, zoning variance applications, street and alley vacation requests, and subdivision plats submitted for compliance with local development regulations and ordinances. In November, staff in conjunction with other city departments reviewed 9 submittals which included 7 site plans and 2 subdivision plats. Additionally, staff processed 1 zoning case.

For the Decatur Urbanized Area Transportation Study (DUATS), staff worked on the Budget/Audit Report for the Finance Department. Staff continued with GATA (Grant Accountability and Transparency Act) training through webinars.

BUILDING INSPECTIONS DIVISION

In the month of November 2017 we issued a total of 99 permits for a total work value of $3,371,744. Of those 6 were commercial interior remodels with a total work value of $1,327,382, one new commercial building (Borg Warner Commons) with a work value of $200,000, and one new parking lot (for DPD Amphitheater) with a work value of $1,289,352.

PERMIT TYPE	# ISSUED	WORK VALUE
Building	24	$3,071,472.00
Demolition	10	92,955.00
Electrical	24	67,944.00
Mechanical	18	72,881.00
Other	4	13,011.00
Plumbing	15	35,349.00
Sign	4	18,132.00
Tent	0	0.00
TOTAL	**99**	**$3,371,744.00**

NEIGHBORHOOD SERVICES DIVISION

- Staff continued to prepare special reports for loans that are serviced. Collections continue on delinquent accounts.
- Staff continued to qualify homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehab, infrastructure projects and potential replacement projects.
- Staff worked with HUD staff on outstanding issues: 70% low-mod benefit, conflict of interest projects and other requests.
- Staff is working on the America in Bloom program, a national recognition of our City and its beautification projects initial submittal due December 1st.
- Staff attended the Housing Action Illinois Conference.
- Staff is working with the Decatur Arts Council on a Beautify the Blight program
- Staff continued to work with the Public Works Department on CDBG sidewalks and 70% replacement project. The 70% replacement project is over 90% complete.
- Staff submitted work on the Mayor's Challenge grant.
- Staff is preparing a homebuyer education seminar scheduled for January 2018.
- Staff met with the Finance Department and Legal to determine what to do about a subsidized apartment complex with water billing issues
- Staff continued annual rental monitoring on outstanding projects.
- Construction Project Manager and the Neighborhood Programs Specialist prepared work write-ups with estimates for the CDBG and HOME Rehab Programs and performed lead walk inspections for potential projects.
- Staff continued to have discussions or contact with potential Community Housing Development Organizations (CHDOs).
- Staff participated in Continuum of Care review meetings and homeless consortium meetings.
- Staff participated in the development process for the IHPA Demolition grant.
- Staff attended Homeless Continuum Governing board meeting with other local agency partners.
- Staff has been working with Decatur-Macon County Opportunities Corporation (DMCOC) as a board member. Staff is also on the search committee to select a new Executive Director.

MASS TRANSIT DIVISION

- Staff is beginning preliminary preparations for the FY2018 Triennial Review. The Triennial Review is one of FTA's management tools for examining grantee performance and adherence to current FTA requirements and policies.
- A Class B Mechanic and a Part-time Bus Driver were hired.
- New radios and decals were added to the two Para-transit vans donated to DPTS by Champaign Urbana Mass Transit. The vans are currently in service.
- The City of Decatur- Transit website has been updated. The Route Map and Bus Schedules from May 2017 have been added, replacing the previous map from September 2012.
- Two Radios have been ordered for the anticipated Para-Transit vans scheduled to arrive by the end of the year.
- An update to the computer software, Veeter Root, for underground tank testing was completed.
- EL Pruitt has begun to inspect the heating in all Transit buildings.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during November.

NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
NOVEMBER 2017

NEW CASES	
Health & Safety (72 Hour)	87
Direct to Legal (Repeat Offenders)	4
Housing and Unfit	17
No Garbage Service	27
Nuisance	195
Secure of Abandoned Buildings	27
Weeds	1
TOTAL	358

DEMOLITIONS	
New Cases	2
Sent to Legal	0
Sent to Council	0
Out to Bid	0
Contracts Granted	12
Contract Amount	133,017.00
Permits Issued	6
Permits Finaled	2
Active Demolitions	129

RE-INSPECTION VISITS	
Code Enforcement	745
Weeds	8
TOTAL	753

GARBAGE SERVICE COMPLAINTS	
Received	0

INVOICES*	
New Invoices	43
Dollar Amount	$12,750.56

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	67
Weeds	4

PAYMENTS RECEIVED**	
Weeds (Year-to-date)	$5,645.19

WEED ABATEMENT	
City Mowed - MCT lots	0
Owner Mowed	0
MCT Lots - Contractor Mowed	0
TOTAL	0

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.

D E C A T U R   F I R E   D E P A R T M E N T
MEMORANDUM
17-12

December 6, 2017

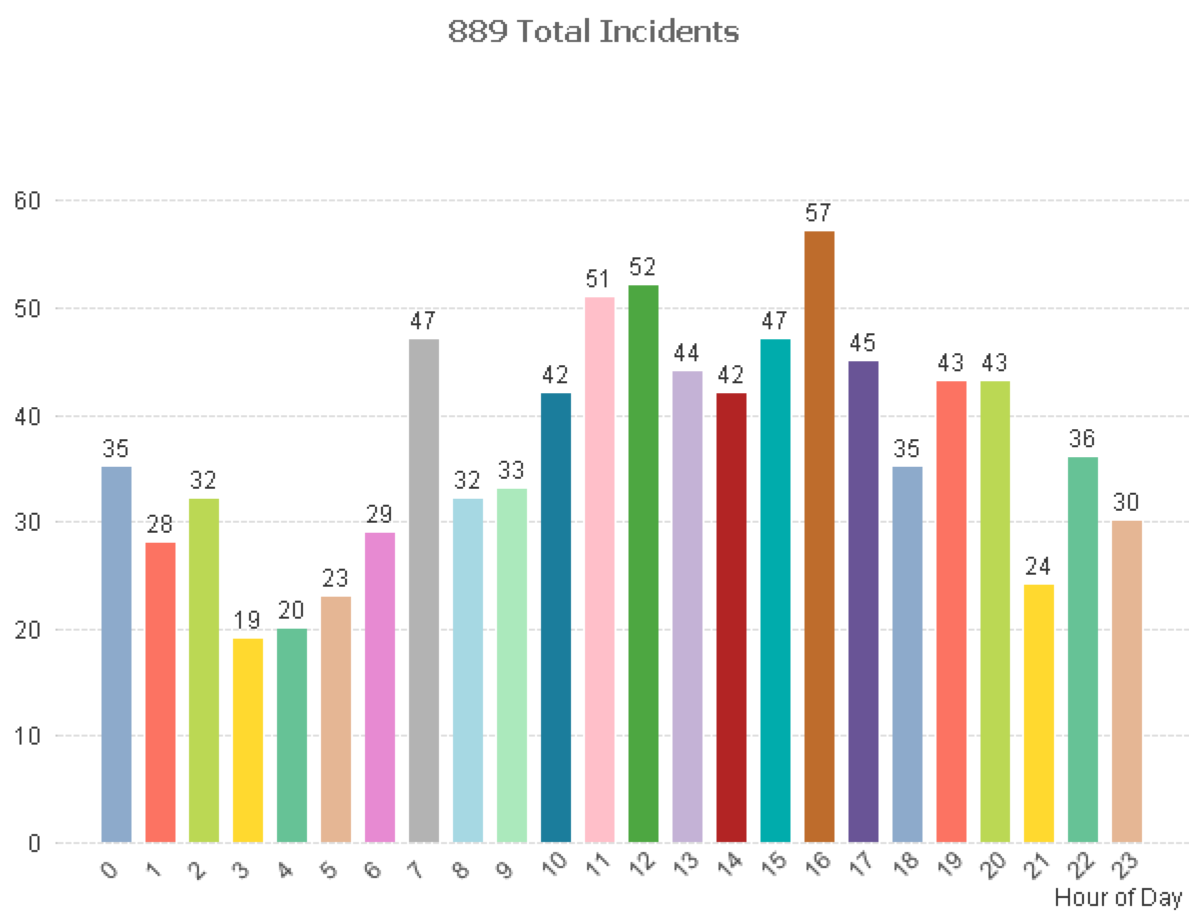
TO: Tim Gleason, City Manager

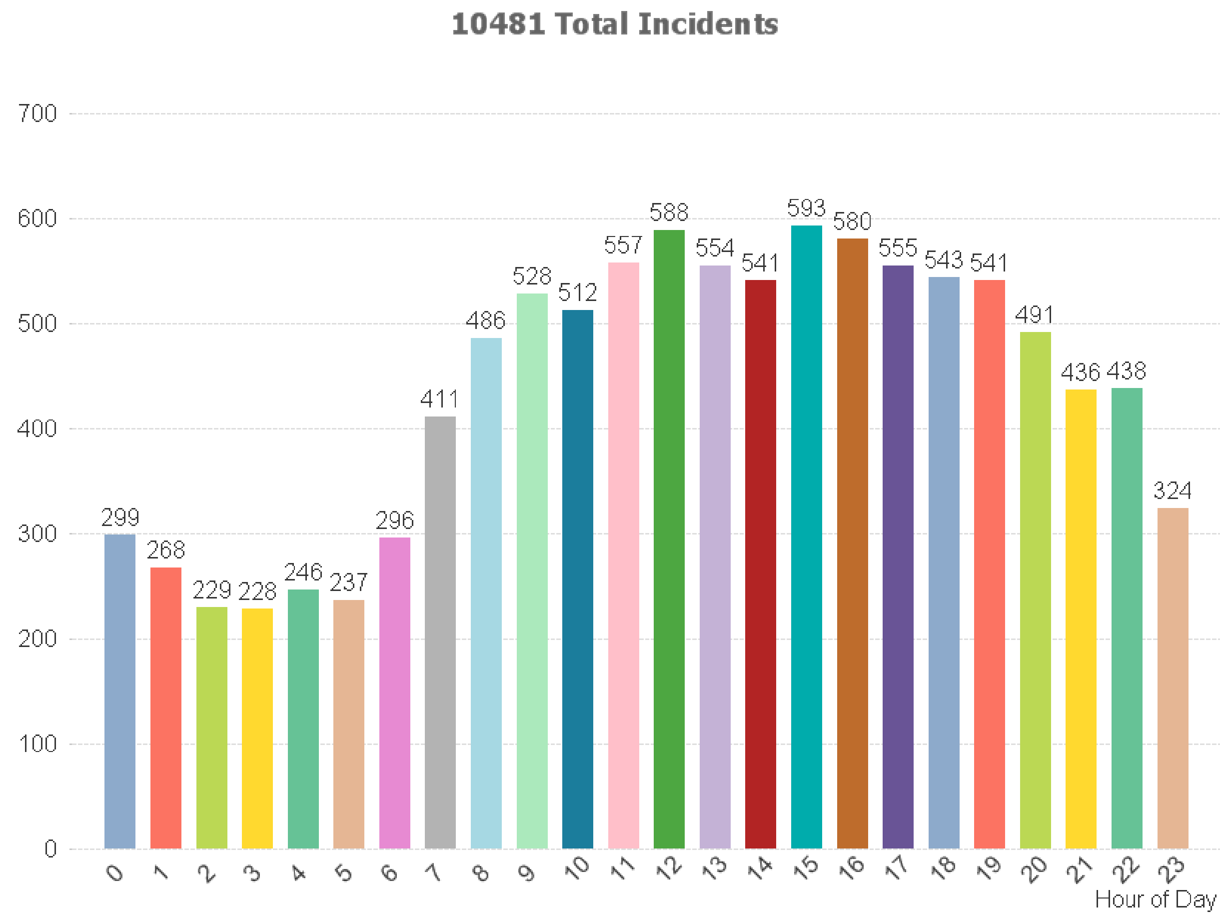
FROM: Jeffrey S. Abbott, Fire Chief

RE: Monthly Report – November 2017

The fire department responded to 889 alarms in November. We have responded to 10,442 alarms so far this year. Training this month focused on driving apparatus and laddering buildings. Firefighters demonstrated proficiency driving a fire apparatus through an approved National Fire Protection Association obstacle course. Training for deploying ground ladders, and the lifting of equipment, took place at the fire department's training building. The fire department technical rescue team conducted hi-angle training at Progress City.

The annual physicals for all members of the department were completed this month by HSHS. These examinations included HAZMAT physicals, wellness physicals, influenza immunization, and medical respirator certification.




10481 Total Incidents
700
600
500
400
300
200
100
0
299
268
229
228
246
237
296
411
486
528
512
557
588
554
541
593
580
555
543
541
491
436
438
324
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
Hour of Day

HUMAN RESOURCES DEPARTMENT
Monthly Report of Priorities and Projects
Fiscal Year 2017
November 2017

Human Resources Division

This month, Human Resources Department staff accomplished the following:

- Attended monthly Civil Service Commission and Human Relations Commission and Labor Management meetings;
- Attended monthly SHRM meeting;
- Facilitated filling the positions of Police Patrol Officer Later Transfer process;
- Coordination and Review of Annual Management Employee Performance Evaluation process; and
- Attended training(s) related to updates on FMLA, Equal Employment Opportunity, and Labor Law

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2017
November 2017

This month, Information Technology Department (IT) staff accomplished the following:

- City Fiber Phase 2 fiber is installed into City conduits running from RCC to through Fire House 4 to Municipal Services Center (MSC). Fiber splicing work has started but was not completed by December 1. New target for completion is December 15th.
- Assisting Public Works with project to scan their paper water/sewer connection/cap permits into an application that will allow them to click on a point on the GIS map and pull up the scanned document.
- Started long term project to merge the Code Enforcement and Weeds applications into one application.
- Spent 22 man hours planning for the dispatch transition to the new CIRDC.
- New City of Decatur Network Administrator has started a full security assessment for the City Computer Network.
- Completed modifications for the Fee's and Permits application which streamlines and simplifies data input.
- Modified Parking Tickets Application per Secretary of State mandatory changes.
- Researching the utilization of Action Codes and Scheduler in the Tyler MUNIS application.
- Completing research on a product called MoodleCloud for administration of electronic training material.
- Staged two new computer servers for the Itron and United Systems upgrade. Project due to start in December.
- Completed an audit of all City department data folders. Provided Department Heads a list of users with access to their department data folders and requested for them to verify.
- Researching solutions to capture cell phone Text's so they may be searched for content to assist with valid FOIA requests.
- Two Help Desk surveys returned in November, one ranked "Exceptional" and the other ranked "Above Average" for the service received.
- Processed 82 Help Desk tickets in October, resolving 44 on initial call (53.7% First Call Resolution Rate).

DECATUR ILLINOIS POLICE DEPARTMENT

TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Tim Gleason

FROM: James E. Getz Jr, Chief of Police

RE: November 2017 Monthly Report

STAFFING

Sworn Police Officer Staffing

The Decatur Police Department has 162 authorized sworn police positions. At end of November 2017 staffing was at 149. Current staffing for the Decatur Police Department is as follows:

Position	Authorized	Funded	Current
Police Chief	1	1	1
Deputy Chief	3	3	3
Police Lieutenant	4	4	4
Police Sergeant	17	17	16
Police Patrol Officer	137	131	125
TOTAL	162	156	149

Civilian-Non Sworn Police Staffing: 9

Position	Authorized	Funded	Current
Administrative Secretary	1	1	1
Senior Crime Analyst	1	1	1
Crime Analyst	1	1	0
Sr. Clerk Typist	2	2	2
Records Supervisor	1	1	1
Parking Enforcement	2	2	2
Part-time FOIA Officer	2	2	2
Total	10	10	9

System Administrator, Duane Richards works out of the Police Department but is staffed under MIS.

Emergency Communications/Dispatch Staffing

Position	Authorized	Funded	Current
Communications Center Mgr	1	1	1
Supervisor	3	2	2
ECS Level III	24	20	20
Total	28	23	23

The communications center manager is projecting 102 (4- hour) slots of overtime in December 2017.

PATROL DIVISION

Function	Month	YTD
Community Meetings	2	57
Directed Patrols	37	465
Active Problem Oriented Policing Projects	2	2
Completed Problem Oriented Policing Projects	0	0
Parking Citations	114	957
Criminal Arrests	341	4617
Felony Drug Arrests	9	245
Firearms Seized	7	107
Traffic Citations	486	6055
Field Interviews	80	991
Written Warnings	292	3827
Calls for Service/CAD incidents	4280	51927
Unlawful use of Motor Vehicle tows	113	1458
Driving Under the Influence Arrests (DUI)	32	322
DUI involving accidents	9	103
Fatal Accidents	0	8
Traffic Accidents	240	2531
Accidents with Personal Injury	32	428
City Ordinances Arrests	42	653

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

Drug	Amount	YTD Seizure	Street Value
Cannabis	79 grams	94,902 grams @ $10-gram	$949,020
Cocaine-Powder	0 grams	746 grams @ $100-gram	$74,600
Cocaine-Crack	2 grams	286 grams @ $100-gram	$28,600
Heroin	0 grams	243 grams @ $300-gram	$72,900
Ecstasy	12 hits	616 @ 20 hit	$12,320
Meth	0 grams	926 grams @ 100-gram	$92,600
K-2/Pills:	10	270	
Search Warrants: 0		YTD: 31	

US Currency Seized: $2,355	YTD: $312,478
Firearms seized: 0	YTD: 38
Vehicles seized: 0	YTD: 6

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 131	YTD: 1808
Cases closed/resolved:61	YTD: 926
Criminal Arrests: 64	YTD: 560
Homicides: 1	YTD: 9
Infant Death Investigations: 0	YTD: 3
Suicide Detective Investigations: 1	YTD: 5
Missing person Investigations: 7	YTD: 67
Computer forensic Exams: 6	YTD: 51
Sex Offenders Registered: 51	YTD: 740

A Detective has been assigned to the US Marshals Service Task Force, with a yearly review between the US Marshals Service and Decatur Police Administration to ensure effectiveness. This partnership allows for quicker apprehension of fugitives within the Decatur/ Macon County region and also allows for more government resources in the pursuit of major fugitives.

Fugitive Arrests: 35	YTD fugitive arrests: 353

Freedom of Information (FOIA)

The Professional Standards Unit received 250 Freedom of Information Act requests for the month; 2708 total requests YTD in 2017.

Public Works Department
Monthly Activity Report
November 2017

Engineering:

7th Ward Sewer Rehabilitation: Bids were opened for this project in December, 2016, and approved by Council on January 17, 2017. Lining began on April 24. Lining work is nearly 98% complete with lining completed from Fairview Park to the Sanitary District's combined sewer overflow on West Sunset. Work is currently centered on Fairview Park.

McKinley Avenue Sewer Rehabilitation: This project was approximately 50% designed by BGM & Associates (now Chastain & Associates) in 2015-16. The condition is considerably worse than originally estimated in the master plan that was completed 5 years ago. An engineering agreement was approved by Council on August 7, 2017, to complete the design for this project and potentially let bids in 2018.

2017 *State* MFT Street Improvement Projects: This project is completed and approved by IDOT.

2017 *City* MFT Street Improvement Project: Bids were opened on this project on April 6 with Council approval on April 17. Work began on May 1. The project is substantially completed.

Nelson Park Neighborhood Storm Drainage Improvements: This project was designed by Blank, Wesselink, Cook & Associates. The project is funded through a low interest loan from the IEPA. Bids were opened on March 30, 2017, and approved by Council on April 17. The IEPA has approved the loan and the project. Work began May 30, 2017. Work is completed through Nelson Park and final restoration is being completed. Completion is expected in late 2018.

2017 Water Main Replacement Project: This was designed by City staff and bids were opened on February 21. Council approved a contract with Burdick Plumbing and Heating on March 6. The water mains have been installed in the Garman Park area and residential services are now being connected.

MUNICIPAL SERVICES MONTHLY DATA 11/01/17 – 11/29/17

TASKS	QUANTITY	MANHOURS	OTHER INFO
Potholes Patched	1,182 each	99 hours	
Street Sweeping	3,674,764 lin. ft.		
Alleys Graded	6,000 lin. ft. (696.0 miles)	1,230.5 hours	
Salt Brine Application	550 gal.	N/A	
Sanitary Sewer Derooting	28,211 lin. ft.	157 hours	
Sanitary Sewer Cleaning	17,251 lin. ft.	213 hours	

Water Production Division
Department of Public Works
November 2017 Monthly Report

Lake Decatur Dam Emergency Response Plan: Hanson Professional Services completed the final draft of the plan earlier this year. Due to the City's reorganization, the plan was revised accordingly.

Lake Decatur Dredging Basins 1 through 4: Dredging continued in Basin 3. Since Great Lakes Dredge & Dock began dredging in November 2014, a total of 8,814,387 cubic yards of sediment has been removed from the lake, which is 82% of the contract amount, including over dredging, or 43 days of additional water supply.

Lake Decatur Landscape Maintenance: This year's project at the intersection of Country Club Road and Cantrell Street, and the hill side between Lake Shore Drive and the Nelson Park harbor was completed in August.

Lake Services: Continued mowing and preparing equipment and facilities for winter. Assisted boat owners with removing boats from hoists due to low lake level. Repositioned large rip rap rocks adjacent to the dam and storm water outfalls in the Sangamon riverbed. Assisted with other Lake Decatur dam maintenance tasks. Staff attended annual snow and ice control training.

South Water Treatment Plant East Clarifiers to Claricones Conversion: Crawford, Murphy & Tilly has completed 99.9% of the engineering and bid specifications. Work continued comparing the claricone conversion cost to an updated estimated cost to significantly rehabilitate the existing clarifiers that was produced by Black & Veatch.

South Water Treatment Plant Security Cameras: This project and additional security cameras at the Lake Office were completed in August.

Water Administration: Completed the Lake Decatur Sediment Storage Facility Emergency Action Plan update, Lake Decatur Dam Operation & Maintenance Plan update and management staff annual performance evaluations. Assisted with 2018 proposed Water Production and Lake Services operating budget revisions. Provided a Lake Decatur presentation at the Sangamon Watershed Celebration. Attended City-AFSCME Labor Management meeting. Reviewed Johnson Controls Inc. business, water and energy savings reports for the City. Continued work on new Macon Co. Soil & Water Conservation District and Village of Harristown agreements.

Water Production: Due to a modest amount of rain in the Lake Decatur watershed, the lake level rose to 613.4 feet above mean sea level (89% full). 534.31 million gallons of potable water were pumped to customers which was 1.71% more than November 2016. Numerous significant water facilities maintenance tasks and repairs were completed including replacing 6 turbidity meters and controllers. Reviewed 2018 water purification chemical bids. Evergreen FS continued the annual lime residual removal and recycling program.

For questions regarding these items contact Keith Alexander, Water Production Manager, at 424-2863 or kalexander@decaturil.gov.