



**Monday, December 7, 2020
5:30 PM
Civic Center Theater**

AMENDED CITY COUNCIL AGENDA

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of November 16, 2020 City Council Meeting

Approval of Minutes of November 23, 2020 City Council Study Session

IV. Unfinished Business

V. New Business

1. Public Hearing in the Matter of the 2021 Budget
2. Ordinance Adopting the Fiscal Year 2021 Budget and Appropriating Monies for the Purpose of Defraying the Expenses of Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2021 and Ending December 31, 2021, Including All Outstanding Claims and Obligations, and Fixing a Time When the Same Shall Take Effect
3. Ordinance Amending City Code Chapter 54.1, Video Gaming License, Section 4, Video Gaming License Fees

4. Resolution Authorizing Redevelopment Agreement-City of Decatur, Illinois and InnovaFeed
5. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Duke's Root Control, Inc. for Multi-Year Sanitary Sewer Herbicide Root Control Project, City Project 2020-31
6. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Culy Contracting, LLC for 2020 Annual Manhole Rehabilitation Project, City Project 2020-14
7. Resolution Authorizing Acceptance of an Intergovernmental Grant Agreement between the State of Illinois Department of Commerce & Economic Opportunity and the City of Decatur, Illinois to Expand the City of Decatur Fiber Network
8. Resolution Authorizing Community Development Block Grant-COVID (CDBG-CV) Small Business Assistance Subrecipient Agreement FY2020 Community Investment Corporation of Decatur, Inc. (CICD)
9. Resolution Authorizing City of Decatur to Enter into a Purchase Agreement for Purchase of a Pierce Enforcer Aerial Ladder Fire Apparatus
10. Resolution Authorizing City of Decatur to Enter into an Agreement for Debt Financing of Pierce Fire Apparatus
11. Resolution Authorizing Payment of the 2021 Central Illinois Regional Dispatch Center Invoice - User Fees for the Decatur Police Department and Decatur Fire Department
12. Resolution Authorizing the City Manager to Negotiate Terms and Execute an Agreement for Creation of a Healthcare Clinic to Service Participants in the City's Healthcare Benefit Plan with Paladina Health, LLC, DBA Activate Healthcare

VI. Other Business

VII. Recess to Closed Executive Session

Recess to Closed Executive Session under Open Meetings Act Section (2)(c)(11) for the purpose of a discussion on Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent.

VIII. Adjournment

2020 City-Wide Cleanup Summary

SUBJECT: Approval of Minutes of November 16, 2020 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of November 16, 2020	Backup Material

CITY COUNCIL MINUTES
Monday, November 16, 2020

On Monday, November 16, 2020, the City Council of the City of Decatur, Illinois, met in a Regular Meeting at 5:30 p.m., in the Decatur Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Marc Girdler, Nanette Ruffin, John Phillips, Todd Cox, Tim Spinner, Susan Love, Susan Clark, Shomiah Page, Jodi Haskins, Alyssa Myers, John Haskins, Kimberly Bowers, Craig Devereux, and Theresa Palmer.

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

The minutes of the City Council meeting on November 2, 2020 were presented. Councilman McDaniel moved the minutes be approved as written, seconded by Councilwoman Gregory and on call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

2020-155 Ordinance Amending City Code – Chapter 73 – Offenses – Regarding Mandatory Face Coverings to Preserve and Protect Residents, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the Ordinance.

Council expressed their views on the amendment to the Ordinance and held a lengthy discussion on enforcement and fines.

Police Chief Jim Getz responded to questions from Council regarding enforcement of the Ordinance.

Mr. Tim Spinner expressed his view on the Ordinance.

Corporation Counsel Wendy Morthland explained the process of enforcing fines through Administrative Court and Circuit Court.

Ms. Susan Love expressed her view on the Ordinance.

Councilman McDaniel made a motion to amend the Ordinance to allow bars and restaurants to remain open for indoor dining. Councilman Kuhle seconded the motion.

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

Councilman McDaniel made a motion to amend the Ordinance to remove fines for citizens not wearing masks. Motion not seconded. Mayor Moore Wolfe declared the motion failed.

Councilman Kuhle made a motion to amend the Ordinance by cutting fees in half for citizens; fees for businesses would remain the same. Councilwoman Gregory seconded the motion.

Corporation Counsel Wendy Morthland discussed the fee schedule for various offenses.

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

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

2020-156 Ordinance Amending Zoning Ordinance - Section II. Definitions and Section IV.A. Compliance with Land Development Regulations, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Ordinance.

Mr. Greg Crowe, Planning and Development Manager, explained why approval of the proposed amendment could provide a cost savings to property owners who want to combine lots.

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

R2020-163 Resolution Authorizing City Manager to Purchase Property located at 1200 East Cantrell Street, Decatur, Illinois, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

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

Councilman Faber exited the Theater at 8:02 p.m.

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

Item A. R2020-164 Resolution Indicating Intent to Annex an Unincorporated Territory, Setting a Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice- 4161 North Taylor Avenue

Item B. R2020-165 Resolution Indicating Intent to Annex an Unincorporated Territory, Setting a Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice- 3290 Las Vegas Drive, 2255 Frontier Road, 3300 Las Vegas Drive, 3305 Desert Inn Road

Item C. R2020-166 Resolution Indicating Intent to Annex an Unincorporated Territory, Setting a Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice- 2406 Thunderbird Dr. (Lot East); 3205 Las Vegas Dr. (Lot West); 3233, 3220, 3235 Tropicana Rd.; 2331 Frontier Rd.; 3305, 3303, 3333, 3332 Tropicana Rd.

Item D. R2020-167 Resolution Indicating Intent to Annex an Unincorporated Territory, Setting a Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice- 3330 Ferris Drive

Item E. R2020-168 Resolution Indicating Intent to Annex an Unincorporated Territory, Setting a Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice- 3312, 3310 N. Westlawn Ave.; 3303 Fite Dr.; 3296, 3311, 3255 N. Westlawn Ave.

Item F. 2020-157 Ordinance Annexing Territory 3740 West Catherine Street

Item G. 2020-158 Ordinance Annexing Territory 3861 West Center Street

Item H. 2020-159 Ordinance Annexing Territory 3960 West Division Street

Item I. 2020-160 Ordinance Annexing Territory 3309 Ferris Drive

Item J. 2020-161 Ordinance Annexing Territory 2115 North Sunnyside Road

Item K. 2020-162 Ordinance Authorizing the Installation of Stop Signs at the Intersection of West Riverview Avenue at South Dennis Avenue Facing South Dennis Avenue

Item L. 2020-163 Ordinance Authorizing the Installation of Stop Signs at the Intersection of West Riverview Avenue and South Westlawn Avenue Facing West Riverview Avenue

Item M. R2020-169 Resolution Approving Reappointment - Zoning Board of Appeals

Item N. R2020-170 Resolution Approving Reappointment - City Plan Commission

Item O. Receiving and Filing of Minutes of Boards and Commissions

Item P. R2020-171 Resolution Authorizing Real Estate Purchase Agreement 826 East Lawrence Street, City of Decatur, Illinois.

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

Councilman Faber returned to the Theater at 8:05 p.m.

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

With no Other Business, Mayor Moore Wolfe called for Recess to Study Session for a discussion on the 2021 proposed annual budget. Councilman McDaniel moved to Recess to Study Session, seconded by Councilwoman Gregory.

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

City Manager Wrighton gave an overview of the Public Works budget which included the general fund, storm sewer operations, sanitary sewer operations, water operations, fleet operations, and street capital.

Public Works Director Matt Newell and Municipal Services Manager Dan Mendenhall were present to answer questions from Council regarding the Public Works budget.

Councilman Rodney Walker exited the Theater at 9:00 p.m.

With no other discussion, Mayor Moore Wolfe called for adjournment. Councilman McDaniel moved the City Council meeting be adjourned; seconded by Councilwoman Gregory and upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council meeting adjourned at 9:15 p.m.

Approved_____
Kim Althoff
City Clerk

SUBJECT: Approval of Minutes of November 23, 2020 City Council Study Session

ATTACHMENTS:

Description	Type
Minutes of November 23, 2020 City Council Study Session	Backup Material

CITY COUNCIL STUDY SESSION MINUTES
Monday, November 23, 2020

On Monday, November 23, 2020 the City Council of the City of Decatur, Illinois, met in a Study Session at 5:30 p.m., in the Decatur Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for a Study Session on the proposed 2021 city budget.

City Manager Wrighton gave a brief overview of General Fund revenues and answered questions from Council concerning staffing levels and the budgetary impact of COVID-19.

Finance Director Gregg Zientara gave a brief overview of the principal revenue categories and answered questions from Council regarding food and beverage tax, hotel and motel tax, and video gaming tax.

Councilman Faber exited the Theater at 6:11 p.m. and returned at 6:13 p.m.

City Manager Wrighton moved forward to the budgets of the Legislative, Executive, Human Resources and IT Department and answered questions from Council regarding performance outcomes and COVID-19 updates.

IT Director Jim Edwards answered questions from Council relating to Zencyt software and Enterprise Fund 77 – City Fiber Fund.

City Manager Wrighton moved forward to the PEG Capital Fund and budgets of the City Clerk, Legal Department, and Finance Department.

Councilman Faber exited the Theater at 6:56 p.m. and returned at 6:59 p.m.

City Manager Wrighton moved forward to the budget of the Economic and Community Development Department.

Councilman Horn exited the Theatre at 7:11 p.m. and returned at 7:15 p.m.

Economic and Community Development Director Cordaryl “Pat” Patrick answered questions from Council regarding mowing, use of a retail consultant and a new position to assist with HOME funds.

Planning and Development Manager Greg Crowe discussed streamlining the Zoning Ordinance.

City Manager Wrighton moved forward to TIF funds, Neighborhood Revitalization funds and the Police Department budget.

Councilman Faber exited the Theater at 7:29 p.m. and returned at 7:32 p.m.

Police Chief Jim Getz answered questions from Council regarding Community Liaison Officers, US Marshalls, street cameras, overtime, and mask enforcement.

Finance Director Gregg Zientara answered questions from Council regarding pension funding.

City Manager Wrighton moved forward to the Fire Department budget.

Fire Chief Jeff Abbott answered questions from Council regarding Equipment Replacement Fund, fire inspectors, traffic preemption program and Fire Station #7.

Councilman Faber exited the Theater at 8:24 p.m. and returned at 8:26 p.m.

Deputy City Manager Jon Kindseth gave an overview of the Mass Transit budget including an update on the service provider and answered questions from Council regarding bus fares, structural issues with the Mass Transit building, and new busses.

City Manager Wrighton gave a brief overview of the Internal Service Funds that included Building Fund, Fleet Maintenance, Risk Management and Benefit Insurance.

Finance Director Gregg Zientara answered questions from Council regarding costs associated with an Employee Health Care Clinic.

Mayor Moore Wolfe exited the Theater at 8:41 p.m. and returned at 8:44 p.m.

Councilman Horn exited the Theater at 8:48 p.m. and returned at 8:51 p.m.

City Manager Wrighton moved forward to the Miscellaneous Funds that included Decatur Urban Area Transit Study (DUATS), City Municipal Band, Public Education and Government (PEG) and Autonomous Funds that included Decatur Public Library, Library Capital, City of Decatur Library Trust, Firefighter Pension and Police Pension.

With no other discussion on the budget, Mayor Moore Wolfe called for Appearance of Citizens and the following citizen provided comments to Council: John Phillips.

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

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

Mayor Moore Wolfe declared the Study Session adjourned at 9:15 p.m.

Approved _____
Kim Althoff
City Clerk

Financial Management

DATE: 12/2/2020

MEMO: Letter to the Decatur City Council

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Public Hearing in the Matter of the 2021 Budget

ATTACHMENTS:

Description	Type
Letter to Council	Cover Memo
Notice of Publication	Cover Memo
Summary Budget Schedule	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: December 2, 2020

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Gregg Zientara, City Treasurer & Director of Finance

SUBJECT: Public Hearing in the Matter of the 2021 Budget

Council Action:

City Council opens a public hearing for public comment on the proposed budget for the city fiscal year commencing January 1, 2021 and ending December 31, 2021, conduct the public hearing, and upon completion, close the public hearing.

Notice of the public hearing was published in the Decatur Herald & Review on November 28, 2020. The budget document has been available for public inspection since November 25, 2020 on the City Web Site and in hard copy form in the City Treasurer's Office.

Council adoption vote of the 2021 budget is scheduled for the Council meeting of December 7, 2020.

Customer Ad Proof

60000118 CITY OF DECATUR

Order Nbr 94671

Publication	DEC Herald & Review	PO Number	
Contact	CITY OF DECATUR	Rate	Open
Address 1	1 GARY K ANDERSON PZ	Order Price	43.80
Address 2		Amount Paid	0.00
City St Zip	DECATUR IL 62523	Amount Due	43.80
Phone	2174242700	Start/End Dates	11/28/2020 - 11/28/2020
Fax	2174242728	Insertions	1
Section	Legals	Size	30
SubSection		Salesperson(s)	Legals Rep
Category	0991 Legal Inside	Taken By	Carol Collins
Ad Key	94671-1		
Keywords	94671 NOTICE OF PUBLIC HEARING		

Notes

Ad Proof

94671
NOTICE OF PUBLIC HEARING
ON THE CITY OF DECATUR
ANNUAL BUDGET ORDINANCE

Notice is hereby given that a Public Hearing on the Annual Budget Ordinance for the City of Decatur, Illinois for the fiscal year beginning January 1, 2021 and ending on December 31, 2021, will be held on Monday, December 7, 2020 at 5:30 p.m. in the Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois 62523. Copies of the Budget document upon which the Budget Ordinance will be based is available, between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday in the Treasurer's office located in the Finance Department, 2nd floor of the Civic Center, One Gary K. Anderson Plaza, Decatur, Illinois 62523 and on our website at www.decaturil.gov.

Gregg D. Zientara
City Treasurer & Director of Finance



City of Decatur, Illinois
2021 Budget
Fund Revenue & Expenditure Summary

Fund	Fund Name	Proposed Budget Period 2021			
		<i>Beginning Fund Balance</i>	<i>Revenue</i>	<i>Expense</i>	<i>Surplus (Deficit)</i>
10	General Fund	7,849,548	70,300,000	71,200,000	(900,000)
Special Public Safety Funds					
25	<i>Police State Drug Enforcement</i>	131,409	103,500	229,520	(126,020)
26	<i>Police DUI Fines & Fees</i>	240,773	107,100	131,000	(23,900)
27	<i>Police Lab & Programs</i>	191,745	1,800	25,000	(23,200)
30	<i>Police Federal Drug Enforcement</i>	264,903	85,200	175,000	(89,800)
37	<i>Foreign Fire Insurance Tax</i>	210,564	145,500	145,500	-
Total Special Public Safety Funds		1,039,394	443,100	706,020	(262,920)
Special Economic Development Funds					
19	<i>TIF Old Towne</i>	78,858	932,214	917,225	14,989
20	<i>TIF Southeast Plaza</i>	28,085	308,498	308,498	-
21	<i>TIF Wabash Crossing</i>	1,102,819	557,784	796,000	(238,216)
23	<i>TIF Eastgate</i>	589,560	320,131	543,200	(223,069)
24	<i>TIF South Side</i>	87,022	43,510	-	43,510
28	<i>TIF Pines Shopping</i>	65,151	104,223	104,223	-
29	<i>TIF Grand & Oakland</i>	167,828	190,247	190,247	-
Total Economic Development Funds		2,119,323	2,456,607	2,859,393	(402,786)
Special Community Development Funds					
17	<i>HOME</i>	179,975	1,025,000	1,025,000	-
18	<i>CDBG</i>	11,656	3,585,547	3,585,547	-
82	<i>DCDF</i>	138,586	18,000	140,376	(122,376)
84	<i>Community Revitalization</i>	1,605,355	5,000	1,610,355	(1,605,355)
Total Community Development Funds		1,935,572	4,633,547	6,361,278	(1,727,731)
Enterprise Funds					
70	<i>Mass Transit Operations</i>	140,245	12,638,492	12,632,457	6,035
77	<i>Fiber Optics</i>	84,373	832,882	861,000	(28,118)
78	<i>Public Works Storm Water</i>	2,827,516	1,702,536	2,426,028	(723,492)
79	<i>Public Works Sewer</i>	10,554,813	6,972,970	11,073,343	(4,100,373)
80	<i>Public Works Water Operating</i>	5,406,908	31,292,592	31,181,812	110,780
81	<i>Public Works Water Capital</i>	2,146,169	11,000,000	16,362,331	(5,362,331)
86	<i>Public Works Water Debt Service</i>	12,500,000	-	-	12,500,000
88	<i>Recycling</i>	151,324	688,900	657,260	31,640
89	<i>Water Bond Construction</i>	217,329	-	217,329	(217,329)
Total Enterprise Funds		34,028,677	65,128,372	75,411,560	(10,283,188)



City of Decatur, Illinois
2021 Budget
Fund Revenue & Expenditure Summary

Fund	Fund Name	Proposed Budget Period 2021			
		Beginning Fund Balance	Revenue	Expense	Surplus (Deficit)
Internal Service Funds					
34	Building Fund	142,987	884,583	515,820	368,763
60	Fleet Maintenance	291,655	2,976,346	2,960,652	15,694
64	Risk Management	2,244,748	3,050,436	2,956,808	93,628
65	Benefit Insurance Fund	3,059,297	9,986,220	11,820,728	(1,834,508)
Total Internal Service Funds		5,738,687	16,897,585	18,254,008	(1,356,423)
Capital Project Funds					
42	Local Roads & Streets	1,336,856	1,956,000	2,163,136	(207,136)
44	2018 Bond Project	5,577,638	-	5,529,215	(5,529,215)
45	Capital Project	55,726	30,000	30,000	-
46	State Motor Fuel Tax	3,360,044	15,200,670	15,841,758	(641,088)
50	Debt Service	2,351,257	2,550,118	2,494,562	55,556
61	Equipment Replacement	755,401	317,000	1,015,232	(698,232)
Total Capital Project Funds		13,436,922	20,053,788	27,073,903	(7,020,115)
Miscellaneous Funds					
22	DUATS	19,365	358,161	358,161	-
36	Municipal Band	99,628	96,556	96,556	-
40	PEG Capital	87,531	72,100	72,100	-
85	Grants	-	3,028,500	3,028,500	-
Total Miscellaneous Funds		206,524	3,555,317	3,555,317	-
Autonomous Funds					
35	City of Decatur Library	1,482,013	3,897,252	3,948,362	(51,110)
58	Library Capital	333,311	252,200	250,000	2,200
59	Library Trust	176,472	30,565	108,000	(77,435)
90	Firefighters Pension	75,781,324	10,761,548	10,128,792	632,756
91	Police Pension	100,288,401	12,032,191	10,113,348	1,918,843
Total Autonomous Funds		178,061,521	26,973,756	24,548,502	2,425,254
Total City of Decatur		244,416,168	210,442,072	229,969,981	(19,527,909)
Less Interfund Transfers					
		42,304,081	42,304,081		
Net Balances		244,416,168	168,137,991	187,665,900	(19,527,909)

Notes: Inter fund loan to fund JCI energy savings initiative in 2018 from Water Capital Fund 81 to Capital Fund 45	1,981,816
Loan balance at 12/31/2019	1,681,816
2020 planned loan repayment	300,000
2021 budgeted loan repayment	-
Loan balance projected at 12/31/2021	1,381,816

Financial Management

DATE: 12/2/2020

MEMO: Letter to the Decatur City Council

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Ordinance Adopting the Fiscal Year 2021 Budget and Appropriating Monies for the Purpose of Defraying the Expenses of Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2021 and Ending December 31, 2021, Including All Outstanding Claims and Obligations, and Fixing a Time When the Same Shall Take Effect.

SUMMARY RECOMMENDATION: The proposed budget includes changes recently made by the City Council during its budget study sessions. Implementation of the 2021 Budget will be guided and altered further by quarterly reviews and amendments as approved by the City Council during the course of 2021, and by the staff deployment of ongoing austerity and cost avoidance measures like those used since the start of the pandemic.

ATTACHMENTS:

Description	Type
Letter to Council	Cover Memo
Ordinance	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: December 2, 2020

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Gregg Zientara, City Treasurer & Director of Finance

SUBJECT: Ordinance Adopting the Fiscal Year 2021 Budget and Appropriating Monies for the Purpose of Defraying the Expenses of Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021, Including All Outstanding Claims and Obligations, and Fixing a Time When the Same Shall Take Effect

SUMMARY RECOMMENDATION:

The City Manager recommends City Council approval of the attached Ordinance approving the budget for the fiscal period January 1, 2021 to December 31, 2021.

In accordance with City Code Chapter 18.1, adopted by Ordinance No. 2019-119, September 3, 2019, and in compliance with Illinois Municipal Code, the City of Decatur operates under the budget method for appropriations.

Under the budget method of appropriation, Council adoption of the budget ordinance will give the City legal authority to expend monies for outstanding claims and obligations as defined in the budget.

BACKGROUND:

The City Manager presented the 2021 proposed budget to City Council members at Council Study Sessions on November 16, 2020 and November 23, 2020. The budget presented herewith to Council for approval includes certain revisions as requested by the Council during the Study Sessions. The revisions requested by the Council were incorporated into the budget proposal and made available for public inspection on November 25, 2020.

On November 28, 2020, the City published notification in the Decatur Herald & Review newspaper of a public hearing in the matter of the annual budget ordinance to be held at the council meeting of December 7, 2020.

The public hearing was held at the council meeting on December 7, 2020.

ORDINANCE NO. 2020 -

**AN ORDINANCE ADOPTING THE FISCAL YEAR 2021 BUDGET AND
APPROPRIATING MONIES FOR THE PURPOSE OF DEFRAYING THE EXPENSES
OF DEPARTMENTS AND FUNDS OF THE CITY OF DECATUR, ILLINOIS FOR THE
FISCAL YEAR BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021,
INCLUDING ALL OUTSTANDING CLAIMS AND OBLIGATIONS, AND FIXING A
TIME WHEN THE SAME SHALL TAKE EFFECT**

WHEREAS, the City of Decatur ("City") is a home rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Ordinance constitutes an exercise of the City's home rule powers and functions as granted in the Illinois Constitution, 1970; and,

WHEREAS, the Budget Director of the City has compiled and presented a proposed annual budget for the fiscal year beginning January 1, 2021, and ending December 31, 2021, in accordance with 65 ILCS 5/8-2-9.1 through 8-2-9.10 except 8-2-9.5 and except as set forth otherwise in Chapter 18.1 of the City Code; and,

WHEREAS, the proposed annual budget has been conveniently available for public inspection in the City Clerk's and City Treasurer's office and on the City's website at least ten (10) days prior to the passage of this Ordinance; and,

WHEREAS, the City Council held a public hearing on the proposed annual budget at a Council meeting held at least seven (7) days following publication of a notice providing for the date, time and place of the public hearing being given in a newspaper having a general circulation in the City; and,

WHEREAS, the City Council finds that the best interests of the City are served by approving the proposed annual budget ordinance as heretofore changed, modified, and amended; and,

WHEREAS, it is necessary to pass this Ordinance in order to appropriate monies to defray the expenses of departments and funds of the City of Decatur, Illinois for the fiscal year beginning January 1, 2021 and ending December 31, 2021.

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

Section 1. That the City of Decatur Fiscal Year 2021 Annual Budget, a copy of which is attached hereto and made a part hereof, be and the same is hereby passed, approved and adopted as the Annual Budget Ordinance of and for the City of Decatur, Macon County, Illinois, for the fiscal year beginning January 1, 2021 and ending December 31, 2021.

Section 2. That the City Clerk be and is hereby authorized and directed to cause the provisions hereof to be appropriately published as required by law and this Ordinance shall be in full force and effect from and after its passage and publication.

PRESENTED, PASSED, APPROVED AND RECORDED THIS 7th day of December, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIMBERLY ALTHOFF, CITY CLERK

DATE: 12/3/2020

MEMO:

TO: Mayor Julie Moore Wolfe & Members of the Decatur City Council

FROM: Scot Wrighton, City Manager

SUBJECT: Ordinance Amending City Code Chapter 54.1, Video Gaming License, Section 4, Video Gaming License Fees.

SUMMARY RECOMMENDATION: It is recommended that the City Council amend the City Code to allow a two-month grace period for the payment of annual video game license fees, in light of the Governor's decision to shut down all video gaming terminals. Although this is the only action item requested at this time; the City Council may also discuss whether (at a future council meeting) they would like to take action on prorating or reallocating the annual video gaming fees.

BACKGROUND:

Annual licenses and fees for video gaming are due on January 1st of every year. The city of Decatur assesses an annual fee of \$500 per machine for the privilege of having and operating video gaming. Many local businesses have already paid these fees, and city staff expects additional payments to be received through December. Nonetheless, some business owners have requested that they be given additional time to pay these annual fees in light of the fact that the State of Illinois has ordered all video gaming terminals closed due to COVID. A two month deferral parallels the grace period offered to liquor license-holders by the City Council earlier in 2020.

Some cities charge per machine video gaming fees to BOTH the local establishment AND the owner of the machines. The city of Decatur only charges the local business establishments. While the City Council is empowered to shift all or a portion of license fees to the owner of the machines, or to assess a fee to the machine-owner on top of the fees paid by the local establishment--the city's legal counsel has determined that there is nothing in the law preventing the owners of video gaming machines from just passing on extra fees to local businesses through increased rental fees. Council's avowed intent in considering this matter in the first place is to make license obligations simpler and less onerous for local businesses. This is likely best achieved by leaving the fee structure unchanged, and just giving more time to make the payments. It is not recommended that the fees due on January 1 or March 1 be prorated, because many businesses have already paid the full fee, it will reduce city revenue, and require the city to refund portions of fees already paid.

INPUT FROM OTHER SOURCES: See attached letter from legal counsel

ATTACHMENTS:

Description	Type
City Council Memorandum	Cover Memo
Memorandum	Cover Memo
Ordinance Amending City Code Chapter 54.1, Video Gaming License, Section 4, Video Gaming License Fees	Ordinance

CITY COUNCIL MEMORANDUM
NO. 2020-

December 1, 2020

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 54.1 – Video Gaming License

RECOMMENDATION: In light of the pandemic caused by COVID-19, staff requests that Council pass the proposed ordinance amendment regarding Chapter 54.1, Section 4, extending the commencement date for video gaming licenses from January 1, 2021 to March 1, 2021.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None



Memorandum

*To: Scot Wrighton
Wendy Morthland*

From: Amy Waks

Date: November 30, 2020

Re: Licensing fees for Video Gaming Terminals

Currently, the City of Decatur, in Chapter 54.1, licenses establishments which have video gaming terminals (VGTs). The fees are \$500 per terminal per year. This is in addition to the liquor license the establishment is required to obtain and maintain in order to have the privilege of video gaming.

State law does allow the City to license terminal operators which are defined as the individual, partnership, corporation, or limited liability company that owns, services, and maintains VGTs for placement in establishments. The City does not currently license terminal operators. While the State does allow for the City to license terminal operators, the State did issue a prohibition of terminal operators assisting establishments with the payment of license fees, disallowing the splitting the fees.

The City has a few options to consider if it chooses to license terminal operators. One option would be to add a license fee for terminal operators similar to the current establishment license fees in Chapter 54.1. A second option would be to reduce the license fees for establishments and enact a license fee for terminal operators. A third option, which could be in conjunction with either of the above, would be to stay the establishment license fees in the same manner as the City did for liquor license fees due to the pandemic, with the knowledge that some establishments have already submitted their renewal and paid the fees.

Amy M. Waks
Assistant Corporation Counsel
City of Decatur, Illinois

ORDINANCE NO. _____

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

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

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

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

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of December, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2020.

CITY CLERK

ADDITIONS AND DELETIONS

- CHAPTER 54.1 –
- VIDEO GAMING LICENSE –

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

Legal Department

DATE: 12/3/2020

MEMO:

TO: Mayor Julie Moore Wolfe & Members of the Decatur City Council

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing Redevelopment Agreement between the City of Decatur, Illinois and InnovaFeed.

SUMMARY RECOMMENDATION: It is recommended that the redevelopment agreement be approved.

BACKGROUND:

After months of negotiations with InnovaFeed involving the city of Decatur and the Economic Development Corporation, an incentive package was tentatively agreed to, that will bring 280 new full-time jobs to Decatur (in two phases), and stimulate another 400 indirect jobs (estimated). This \$50 million investment in a facility that will be constructed inside the city of Decatur will be InnovaFeed's first North American operation. InnovaFeed is a French corporation, and currently the company only has a presence in Europe. The Decatur InnovaFeed facility will be located on the east side of Brush College Road, south of Richland Community College. ADM has agreed to sell them the site, and will provide corn process wastes that will be utilized to manufacture InnovaFeed's products.

InnovaFeed will receive EDGE credits from the State of Illinois, and Enterprise Zone tax incentives through the Economic Development Corporation. The city's portion of local incentives is the waiver of up to five years of utility taxes (on gas and electric only), and financial participation in connecting the new facility to the Decatur sanitary sewer collection system.

The plant will produce animal feed and fertilizer products.

PRIOR COUNCIL ACTION: None

ATTACHMENTS:

Description	Type
Resolution Authorizing Redevelopment Agreement-City of Decatur, Illinois and InnovaFeed	Resolution Letter

RESOLUTION NO. R2020 _____

**RESOLUTION AUTHORIZING REDEVELOPMENT AGREEMENT
-CITY OF DECATUR, ILLINOIS-
-INNOVAFEED-**

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

Section 1. That the Agreement presented to the Council herewith, between THE CITY OF DECATUR, ILLINOIS, AND INNOVAFEED, 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 Agreement on behalf of the City.

PRESENTED AND ADOPTED this 7th day of December, 2020.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

**CITY OF DECATUR/INNOVAFEED
DEVELOPMENT AGREEMENT**

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THIS CITY OF DECATUR/INNOVAFEED DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 2020, by and between the City of Decatur, Illinois, an Illinois home rule municipal corporation, (hereinafter referred to as the "City") and InnovaFeed, a French *société par actions simplifiée*, the registered office of which is located 5 route de Chaulnes, Lieudit "Les Trente", 80190 Nesle, France (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, the City is a home rule unit of government, pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and as such has the authority to promote health, safety and welfare, including to prevent the spread of blight and deterioration and inadequate facilities by promoting the development of and private investment in industry, business and housing and enhancing the marketability of Premises and is authorized and empowered to enter into economic incentive agreements pertaining to its government and affairs, including the economic development of the City and the expansion of its tax base thereby reducing unemployment; and

WHEREAS, there exists certain property more fully described on Exhibit 1 attached hereto and by reference made a part hereof that is currently undeveloped for a period in excess of one (1) year; and,

WHEREAS, the Developer wishes to substantially develop and improve the Development Area more fully described on Exhibit 1 attached hereto and by reference made a part hereof (the "Project"); thereby contributing to the economic development of the City, increasing the tax base thereby reducing unemployment and creating or retaining job opportunities within the City and serve to further and maintain the development of adjacent areas, and the City is willing to enter into an economic incentive agreement with the Developer to assure that said development and improvements occur; and

WHEREAS, the Developer has requested that incentives related to the Project be provided by the City from the resulting utility tax revenues derived solely from the Development Area, which incentives are set forth in Exhibit 2; and

WHEREAS, the Developer has requested that the City assist in extending public infrastructure to the Development Area through the construction of a gravity sewer as set forth in Section 2.18; and

WHEREAS, without the assistance of the City as set forth in this Agreement, the Developer would not undertake the Project and the Project would not be possible; and

WHEREAS, the cost of the Project (including land acquisition and soft costs) is estimated to be \$50,500,000 Dollars as more fully shown on Exhibit 2 attached hereto and made a part hereof; and

WHEREAS, the Project is projected to employ a minimum of 70 full time persons initially in Phase 1 and an additional minimum of 70 full time persons during Phase 2 for a total of a minimum of 140 full time persons and jobs; and,

WHEREAS, the City has determined that the Development Project requires the incentives requested as set forth in Exhibit 2 and that the Development Project will promote the health, safety and welfare of the City and its citizens, strengthen the commercial sector of the City by attracting private investment to prevent blight and deterioration, enhance the tax base of the City and provide employment and generally to enhance the economy of the City and is made and entered into in the best interest of the City.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE I: DEFINITIONS

"Applicable Law" means all laws, statutes, acts, ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental Authorities, that now or hereafter during the term of this Agreement may be applicable to the City, the Developer, and/or the Project, and the construction, maintenance, use and operation thereof, including those relating to employees, zoning, building, health, safety, Hazardous Materials, and accessibility of public facilities.

"Exterior Façade" means the architectural character, general composition and general arrangements of the exterior of the Project, including the kind, color and texture of the building material and the type and character of all windows, doors, light fixtures, signs and appurtenant elements, visible from public streets and thoroughfares.

"Final Site Plan" means the final plan for the Project or any Phase thereof which sets forth the limits of the work to be done, the building locations, ingress and egress, loading areas, parking, if any, landscaping, signage and adjoining streets including one or more elevations or sketches showing the exterior features and designs of all the buildings or structures.

"Phase 1" means the initial phase of development for an insect production facility of 15,000 metric tons insect protein produced annually.

"Phase 2" means a potential second phase of development, subject to additional project validation activities, for an insect production facility of 60,000 metric tons insect protein produced annually.

"Preliminary Plans" means plans and drawings, including a Preliminary Site Plan for the Project which are preliminary to the Construction Plans, which plans and drawings include but are not limited to the limits of the work to be done, the location of buildings and all auxiliary structures, ingress and egress, loading areas, parking, if any, proposed signage, landscaping and one or more elevations showing the Exterior Architectural Appearance of the Project or any phase thereof.

"Preliminary Site Plan" means the site layout for the Project or any phase thereof including parking, if any, buildings, ingress and egress, pedestrian and vehicular circulation, utilities, grading, storm water detention, landscaping and service areas, and all proposed dedications and easements.

"Project" means the design, construction, improvements, and opening of a manufacturing facility to the property located on the land southeast of N Brush College Road and Reas Bridge Road, Decatur, IL 62526 to be constructed and opened by the Developer as more fully described on Exhibits 1 and 2 attached hereto and made a part hereof.

"Public Investment" means the costs actually incurred by the City for infrastructure improvements and utility tax reimbursements for the Project as set forth in Section 2.18 and Article IV of this Agreement.

"Development Area" means the City of Decatur/InnovaFeed Project Area.

"Utility Tax" means the municipal share of gas and electricity taxes imposed via City Code of the City of Decatur Chapter 51.3.

"Substantial Completion or Substantially Complete" means complete construction of the shell and core, with finished interiors of common areas to the point of qualification for the issuance of certificates of occupancy pursuant to codes of the City, except for minor and ancillary alterations or additional work.

ARTICLE II: DEVELOPMENT OF THE PROJECT

2.1 Development of the Project.

The Developer will utilize its best efforts to develop the Project in a manner that is compatible with this Agreement and Applicable Law.

2.2 Progress Reports.

During the development process, the Developer shall share with the City regular progress updates of the Project relevant to the development and construction of the Project

2.3 Preliminary Plans.

The Preliminary Plans for the Project will be provided by the Developer to the City for approval following the execution of this Agreement. A preliminary layout drawing shall be provided to the City prior to execution of this Agreement for illustrative purpose only. Based on the time constraints of the Project, the Parties recognize that the drawings and plans provided prior to the execution of this Agreement may be submitted without an engineering or architect seal.

2.4 Changes in Plans.

Any substantial deviation from the Preliminary Plans will require City approval.

2.5 Final Site Plan.

No later than the submission of the Construction Plans, the Developer shall submit to the City a Final Site Plan as set forth in Exhibit 1 for that phase if applicable. The City shall review the Final Site Plan for the purpose of determining compliance with the Preliminary Plans, this Development Agreement and Applicable Law.

2.6 Construction Plans.

The Developer shall submit to the City no later than forty-five (45) days prior to the commencement of construction for each Phase of the Project the corresponding construction plans for this Phase of the Project (the "Construction Plans"). The City shall, within thirty (30) days from receipt, approve or disapprove the Construction Plans for that Phase, after reviewing said plans for compliance with Applicable Law, including but not limited to the life safety and zoning regulations, and conformance with the Preliminary Plans and Final Site Plan. If the City disapproves the Construction Plans, the Developer shall submit revised plans within a reasonable time from the date of rejection. Upon resubmission, the City shall review and approve or disapprove such revised plans within ten (10) days of submittal. This process shall repeat until the plans are approved by the City.

2.7 Amended Construction Plans.

Prior to completion of the Project or any Phase thereof, if the Developer desires to make any substantial change in the Construction Plans for a particular Phase which significantly affects the appearance, function, or structural integrity of that Phase, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Development Agreement, meet Applicable Law and do not create a fundamental change in the nature, size or aesthetics of that Phase, the City shall approve the proposed change and notify the Developer in writing of its approval. If the City disapproves of such change, it shall notify the Developer in writing with specificity as to the reasons for the disapproval, in which event the Developer may submit a revised change within a reasonable time thereafter. This process shall repeat until the revised plans are approved by the City or the change is abandoned by the Developer. If such change is not so approved or rejected in writing within ten (10) working days of receipt of the submission to the City from the Developer, such change will be deemed approved.

2.8 Commencement and Completion Requirements.

2.8.1 Commencement.

The Developer shall commence construction of the Project Phase 1 no later than thirty (30) months from the date of this signed agreement.

2.8.2 Completion.

The Developer shall Substantially Complete construction of the Project Phase 1 within four (4) years from the date of this signed agreement or within two (2) years from commencement of construction or other mutually agreeable date.

2.8.3 Delay – rendez-vous clause.

Where the Developer would not be able to meet the above Commencement and Completion Requirements, both Parties agree to discuss and try to reach, in good faith and amicably, an agreement to postpone such Commencement and/or Completion Requirements.

2.9 Certificate of Completion.

Promptly after Substantial Completion of construction of the Project or any phase thereof and upon request of the Developer, the City will execute, and deliver to the Developer a certificate of completion. Said instrument of certification by the City shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction with respect to the obligations of the Developer and its successors and assigns that the construction of the Project or any phase thereof has been Substantially Complete in accordance with the provisions of this Agreement.

2.10 Form of Certification.

If the City refuses or fails to provide any certification in accordance with the provisions of this Agreement, the City shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement indicating in adequate detail in which respects the Developer has failed to Substantially Complete construction of the Project in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or steps will be necessary, in the opinion of the City, for the Developer to

take or perform in order to obtain such certification. Said certification as provided herein shall not be unreasonably withheld by the City and the Project shall be deemed approved if the City fails to conform to the provisions of Section 2.9 and this Section 2.10.

2.11 Quality of Construction and Conformance to Federal, State and Local Requirements.

All work with respect to the Project shall conform to Applicable Law including, but not limited to, design standards, environmental codes and life safety codes. The Developer shall cause the construction of the Project to be commenced and to be prosecuted with due diligence and in good faith in accordance with the terms of this Agreement, and without delay and shall cause the Project to be constructed in a good and workmanlike manner in accordance with the Construction Plans and the Final Site Plan. If the Project is constructed in compliance with the Construction Plans as approved pursuant to Section 2.6 above, it will be deemed to be in conformance with Building Codes of the City.

2.12 Utilities.

Except for those utilities provided by the City and except as otherwise provided in this Agreement, all arrangements for utilities must be made by the Developer with the applicable utility company. Except as otherwise specifically provided in this Agreement, City makes no representations whatsoever with respect to the adequacy or availability of utilities with respect to the Project or Project Site; however, the City, if requested by the Developer, shall make reasonable efforts to assist in obtaining utility rights, approvals and permits.

2.13 Insurance.

2.13.1 Liability Insurance Prior to Completion.

Prior to commencement of construction of the Project or any phase thereof, the Developer shall procure and deliver to the City, at the Developer's cost and expense, and shall maintain in full force and effect until each and every obligation of Developer contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and workmen's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than One Million (\$1,000,000) Dollars each occurrence and Five Million (\$5,000,000) Dollars total, all such policies to be in such form and issued by such companies as shall be reasonably acceptable to the City to protect City and Developer against any liability incidental to the use of or resulting from any accident occurring in or about the Project or the improvements or the construction and improvement thereof. Each such policy shall name the City as coinsureds and shall contain an affirmative statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy.

2.13.2 Builder's Risk Prior to Completion.

During the construction of the Project or any phase thereof as certified by the City, the Developer shall keep in force at all times builder's completed value risk insurance, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Project. Such insurance policies shall be issued by

companies reasonably satisfactory to the City, and shall name the City as a coinsured. All such policies shall contain a provision that the same will not be cancelled or modified without a thirty (30) day written notice to the City.

2.14 Lien Waivers.

All contracts for construction of the Project shall provide that all contractors and subcontractors shall furnish contractor's affidavits in the form provided by state statute and that waiver of liens be required for all payments made.

2.15 Rights of Inspection.

During construction of the Project, the City or its designee shall have the right at any time and from time to time to enter upon the Project for the purposes of inspection with fourteen (14) day written notice or as mutually agreed to by the Parties. Inspection by the City of the Project shall not be construed as a representation by the City that there has been compliance with the Construction Plans or any building or life safety codes adopted by the City; or that the Project will be or is free of faulty materials or workmanship, or a waiver of any right the City or any other party may have against the Developer or any other party for noncompliance with the Construction Plans, Preliminary Plans, building or life safety codes or any other ordinances of the City or the terms of this Agreement.

2.16 Highway Access.

All arrangements for curb cuts and street access on highways, streets and roadways must be made by the Developer with the applicable jurisdiction. The City makes no representations whatsoever with respect to the allowance, approval or permits of curb cuts and street access with respect to the Project or Project Site; however, the City shall make reasonable efforts to assist in obtaining curb cut and street access allowance, approvals and permits.

2.17 Enterprise Zone.

Developer shall apply for Enterprise Zone benefits through the Economic Development Corporation of Decatur and Macon County seeking a five-year property tax abatement on the incremental increase in property taxes generated by the Project and a waiver of State and local sales taxes on the purchase of those eligible materials used in the Project. The City shall make reasonable efforts to assist Developer in obtaining the above listed benefits from the Economic Development Corporation of Decatur and Macon County.

2.18 Sewer Construction.

If needed and requested by Developer and upon Developer completing on-site pre-treatment, City agrees to construct a gravity sewer that shall connect Developer's manufacturing plant to the City's wastewater collection system at an estimated cost of \$1.25 million dollars. If the Developer confirms the need to construct the gravity sewer, the City commits to construct and the Developer agrees to contribute to City the sum of Two Hundred Thousand Dollars (US \$200,000) for this sewer construction which shall be paid to the City upon completion and certification of the sewer. Developer will provide the City with a surety bond, letter of credit or cashier's check guaranteeing the Two Hundred Thousand Dollars (US \$200,000) contribution upon confirmation by the Developer of the need to construct the gravity sewer. The sewer shall be of sufficient size and capacity to receive the expected and reported sanitary and process waste flows of the Project. Design,

construction and obtaining of all necessary IEPA permits for the construction of this sewer shall be the responsibility of the City. City shall own and be responsible for perpetual maintenance of said sewer.

2.19 Pre-treatment System.

Developer agrees to install a pre-treatment package plant or equivalent system on the Project site to treat their effluent which system shall be designed and constructed to meet the requirements of the Sanitary District of Decatur and agrees to operate and maintain said pre-treatment system for the duration of the Project.

2.20 Project Labor Agreement.

Developer agrees to construction of the Project under the terms of a negotiated Project Labor Agreement ("PLA").

ARTICLE III: CITY OBLIGATIONS

3.1 Public Investment.

The City shall provide the Public Investment pursuant to Article IV below.

3.2 Zoning.

It is contemplated by the City and the Developer that the Project shall have a zoning classification which will permit the use of the Project as intended by this Agreement.

3.3 Easements.

The City agrees to grant such temporary easements to the Developer as necessary for the construction and completion of the Project or any phase thereof.

3.4 Water.

City can provide water for Project in an amount sufficient to meet Developer's reasonable demand requirement to a maximum of 1.5 MGD. Potable water connection shall be made at the Project property line in accordance with City Code and requirements and pay for said water in accordance with and consistent with City Code. Nothing in this Agreement shall obligate the Developer in purchasing and utilizing non-potable water from the City for use in its manufacturing process.

ARTICLE IV: PUBLIC INVESTMENT

4.1 Public Investment.

The City will provide an annual reimbursement for utility taxes (i.e. utility taxes for electricity and natural gas) incurred by Developer and actually received by the City for the Project as follows:

(a) Commencing in the year following the year in which Substantial Completion of the Phase One Project has occurred the Developer shall receive no later than January 15th of each year an amount equal to One Hundred (100%) Percent of the Utility Tax for the previous calendar year actually received by the City.

(b) The obligation for the reimbursement of Utility Taxes actually received by the City shall terminate upon the earlier of:

1. Five (5) years from the date of Substantial Completion of the Phase One Project
2. The Substantial Completion of the Phase Two Project

4.2 Reimbursement Conditions.

The obligation for the reimbursement for expenses incurred by Developer for utility taxes of the Project and as part of the Project shall be paid by City within 30 days of notification on such forms and in such manner as directed by City and upon proof of such payment.

4.3 Prepayments.

The City absolutely reserves the right, prior to the expiration of the term of this Agreement and to the extent lawful, in its sole discretion, to prepay all or any part of its obligations under this Agreement.

ARTICLE V: CONDITIONS PRECEDENT TO CITY OBLIGATIONS AND ONGOING BENEFITS

5.1 Conditions Precedent to Transaction.

The City's obligations under this Agreement (including, without limitation, the obligation for Public Investment) shall, for each phase of the Project, be subject to:

- (a) **Insurance.** Proof that the policies of insurance of the types and coverages specified in Section 2.13 hereof have been obtained and are in force with regard to that phase.
- (b) **Plans.** Approval of the Plans and construction plans for the pursuant to Article II hereof.
- (c) **Construction Contracts.** Executed construction contracts covering the construction of the Project.
- (d) **Declaration of Covenants, Uses and Restrictions.** Declarations of Covenants, Uses and Restrictions in the form attached hereto as Exhibit 3 executed by the Developer covering that phase of the Project and that Portion of the Project Site related to that phase.
- (e) **Project Financing.** Evidence of equity and/or debt financing for the Project in an amount sufficient to complete the Project.
- (f) **Approvals.** A certificate by an authorized officer of the Developer that all of the approvals necessary to proceed with the Project as intended herein have been obtained including the approval of this Agreement.
- (g) **Employment.** Creation, employment and maintenance of Seventy (70) full time employment positions for Project during Phase One

5.2 Operation and Maintenance of the Project.

The Developer for itself and its successors and assigns to the extent it retains ownership covenants that it will maintain the Project in good condition (reasonable wear and tear excepted) during the term of this Agreement. The Developer shall operate the Project in a professional manner and will do all things reasonably necessary to operate the Project in substantial compliance with Applicable Law.

ARTICLE VI: DEVELOPER COVENANTS AND RESTRICTIONS

6.1 Project Subject to Development Agreement.

The Developer agrees to comply with the terms and conditions of this Agreement and to use its best efforts to construct the Project subject to the terms, covenants, building and use restrictions, and other conditions in this Agreement.

6.2 Non-discrimination.

The Developer shall not discriminate in violation of any applicable federal, state or local laws or regulations upon the basis of race, color, religion, sex, age, or national origin or other applicable factors in the sale, lease or rental, or in the use or occupancy of the Project or any part thereof.

6.3 Property Taxes.

Developer acknowledges that the City in executing this Agreement has relied upon its reasonable expectation that the construction and operation of the Project will increase the amount of real property taxes with respect to the Project and the Project Site. Except for those benefits set forth in Section 2.17, the Developer covenants that in the event it applies for, seeks, or authorizes any exemption from the imposition of general real property taxes on the Project or Project Site, or any portion thereof, and, as a result thereof, the property taxes are not or will not be paid with respect to the Project or the Project Site, or a portion thereof, the City, no less than sixty (60) days after written notice to the Developer, shall be entitled to rescind the grant of benefits by the City to the Developer pursuant to this Agreement and after such rescission the Developer shall promptly reimburse the City for the cost of all the benefits granted by the City to the Developer pursuant to this Agreement that have theretofore been received by the Developer. Notwithstanding the above, if, within sixty (60) days following the receipt of the written notice from the City to the Developer, the Developer takes such action as is necessary to void such application for, attempt for, or authorization of such exemption from the imposition of general real property taxes on the Project or the Project Site, or a portion thereof, the City's right to rescind, pursuant to this provision, the grant of benefits shall be null and void and the Developer shall not be obligated to convey, repay or otherwise reimburse the City for any benefits granted and received pursuant to this Agreement. Nothing herein shall be construed so as to prevent the City from enforcing any other rights it may have pursuant to this Agreement. Also, nothing herein shall be construed so as to prevent the Developer from otherwise contesting the assessment or collection of any real property taxes under procedures set forth in the laws of the State of Illinois or any political subdivision thereof, provided that the Developer gives the City fifteen (15) days prior written notice of its intent to contest the assessment or collection of real property taxes; provided, however, that the Developer covenants and agrees that nothing contained herein shall relieve the Developer from complying with all laws, rules and regulations of the State of Illinois and any political subdivision thereof pertaining to the levy and collection of said general real estate taxes. This Section 6.3 shall be an obligation of the Developer (or assignee of the Developer or

subsequent Owner of the Project or Project Site or any portion thereof, as the case may be) only during the period that the Developer (or assignee of the Developer or subsequent Owner of the Project or Project Site or any portion thereof, as the case may be) owns a direct or indirect interest in the Project or Project Site or any portion thereof.

6.4 Duration of Covenants.

It is intended and agreed that the covenants provided in Sections 6.1 and 6.3 of this Agreement shall remain in effect until December 31, 2030 and that the covenants provided in Sections 6.2 hereof shall remain effective without any time limitation; provided, that all such covenants shall be binding on the Developer only for such period as the Developer maintains a direct interest in the Project Site or the Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project Site or the Project or part thereof.

6.5 Covenants Running with the Land.

Subject to Section 6.4, it is intended and agreed that the covenants set forth in Sections 6.1, 6.2 and 6.3 above shall be covenants running with the land and Sections 6.1 and 6.3 shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City, and with regard to Section 6.2 hereof, the City, the State of Illinois and the United States of America. Provided, however, this Agreement is not intended to create any obligations for a bona fide purchaser of a condominium unit beyond the ownership of that unit.

6.6 Covenants Binding for the Benefit of City.

Subject to Section 6.5, it is also intended and agreed that the foregoing covenants set forth in Sections 6.1, 6.2 and 6.3 above shall in any event, and without regard to technical classification or designation as legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City, the State of Illinois and the United States of America as provided in Sections 6.4 and 6.5.

6.7 Forms of Covenants and Restrictions.

Certain of the covenants, uses and restrictions referred to in this Article VI shall substantially be in the form of the Declaration of Covenants, Uses and Restrictions attached hereto and made a part hereof as Exhibit 3 which shall be executed and recorded with the Macon County Recorder of Deeds on or before the date that the Developer commences construction of the Project or any phase thereof.

ARTICLE VII: INDEMNIFICATION

7.1 Developer Indemnification of the City.

So long as the Developer maintains a direct interest in the Project or Project Site or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee) and notwithstanding anything to the contrary in this Agreement, the Developer agrees to indemnify, defend and save the City, its officers, employees, Council members, Mayor, agents and representatives and each of their successors and assigns harmless from and against any and all claims, liabilities, demands, suits, administrative proceedings, causes of action, costs, damages, personal injuries and property damages, losses, attorneys fees and costs of litigation and other expenses, both known and unknown, present and future, at law or in equity by or on behalf of any person, firm or corporation arising from (i) the Developer's operation or management of the Project, or from any work or thing done by

the Developer on the Project Site, or any work or activity of the Developer connected to the construction of the Project; (ii) any breach or default on the part of the Developer in the performance of any of its obligations, terms, conditions, representations or warranties under or in respect of this Agreement; (iii) any act of negligence or willful or wanton misconduct of the Developer or any of its agents, contractors, servants or employees; (iv) any violation by the Developer of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project Site or the Project; (v) any violation of Applicable Law or (vi) any violation by the Developer of state or federal securities law in connection with the offer and sale of interests in the Developer, its affiliates or any part of the Project. The Developer agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Developer, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Developer shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City. It is agreed and understood that the aforesaid indemnities in this Article VII shall be binding on the Developer only for such period as the Developer maintains a direct interest in the Project or Project Site or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project or Project Site or part thereof. Provided, notwithstanding the foregoing, the Developer shall not be liable to indemnify and hold the City harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees.

7.2 City Indemnification of the Developer.

To the extent not prohibited by law, the City, so long as the Developer maintains a direct interest in the Project or Project Site or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), shall indemnify and hold harmless the Developer and its directors, officers, employees and agents from any and all claims, damages, costs, and expenses, caused by the City of Decatur or any of its agents, contractors, officials or employees arising from: (i) any act of negligence or willful and wanton misconduct of the City or any of its agents, contractors, officials or employees; (ii) any breach or default on the part of the City in the performance of any of its obligations under or in respect of this Agreement; or (iii) any violation of Applicable Law. The City agrees to indemnify and save the Developer harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. Notwithstanding the foregoing, the City of Decatur retains any and all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* In addition, neither party intends this paragraph to waive its rights to limited liability under the Illinois Worker's Compensation Act or *Kotecki* line of cases (146 Ill 2d 155, 585 NE 2d 1023 (1991)). Provided, further, notwithstanding the foregoing, the City shall not be liable to indemnify and hold the Developer harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the Developer, its officials, agents, or employees.

ARTICLE VIII: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

8.1 Prohibition Against Transfer of Project and Project Site Prior to Completion of Construction.

The Developer represents and agrees that prior to the Substantial Completion of construction of any Phase of the Project as certified by the City (in accordance with Sections 2.9 and 2.10 hereof) the following prohibitions and restrictions shall apply to the transfer of the Project or that phase. Nothing herein should be construed to prevent, prohibit or restrict the Developer from assigning or transferring this agreement to an affiliated entity owned or controlled by the Developer or a majority of the owners of the Developer.

8.1.1 Prohibitions.

Except only by way of security for a mortgage, deed of trust or other facility only for the purpose of obtaining equity or debt financing necessary to enable the Developer to construct the Project or a phase thereof, the Developer has not made or created, and will not, prior to the Substantial Completion of construction of the Project or a phase thereof as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement, the Project or a phase thereof, the Project Site or any part thereof or any interest therein, or any contract agreement to do any of the same, except for utility, support, ingress and egress and similar easements, leases with Project tenants and sales or pre-sales agreements for the residential condominium units being a part of the Project, without the prior written approval of the City.

8.1.2 Conditions for Approval.

The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval pursuant to this Section 8.1, that:

- (a)** Any proposed transferee shall have the qualifications and financial responsibility and capacity, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or related to part of the Project, such obligations to the extent that they relate to such part).
- (b)** Any proposed transferee, by instrument in writing reasonably satisfactory to the City and in a form recordable among the land records, shall expressly assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event that the transfer is of or relates to part of the Project, such obligations, conditions and restrictions to the extent that they relate to such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Project, or any part thereof, shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this, together with other

provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of the Project or Project Site or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer.

- (c) There shall be submitted to the City for review all instruments and other legal documents involved in effecting the transfer.
- (d) The Developer and its transferee shall comply with such other reasonable conditions as the City may find desirable in order to achieve and safeguard the purposes of this Agreement.
- (e) The consideration payable for the transfer or assignment by the transferee or assignee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the Developer of the Project (or allocable part) and the purpose of this provision is to preclude assignment of this Agreement or transfer of the Project or the Project Site (or any parts thereof) for pecuniary gain or profit prior to Substantial Completion of the Project and to provide that in the event any such assignment or transfer is made (and is not cancelled), the City shall be entitled to increase the purchase price of the Project Site to the Developer by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this Section 8.1.2(e) and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the City at the same time as or prior to the transfer.

8.2 Transfer of Project After Completion of Construction.

After Substantial Completion of construction of any Phase of the Project as certified by the City (in accordance with Sections 2.9 and 2.10 hereof), the Developer (and any subsequent Owner of a Phase or any part thereof) may transfer the Project or that phase (or any portion thereof) without the consent of the City by instrument in writing reasonably satisfactory to the City, and in a form recordable among the land records, pursuant to which the transferee shall expressly assume with regard to the Phase (or any portion thereof) all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject with regard to the Project or any portion thereof. Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Phase (or any portion thereof), shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of the Project, a Phase (or any portion thereof), or any interest

therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer. No such transfer shall be deemed to transfer any rights of the Developer to the reimbursements set forth under Article IV above, unless such rights are expressly set forth in the instrument of assignment.

8.3 Status of Assignee.

Any assignee of the Developer prior to Substantial Completion, who is approved under the terms of 8.1 above, shall be considered the "Developer" for all purposes of this Agreement as to such portion of the Project that has been assigned.

8.4 Assignment to Affiliated Entity.

Nothing herein shall be construed to prevent the Developer from assigning its interest in this Agreement to an affiliated entity owned or controlled by the Developer or a majority of the owners of the Developer, provided that such entity has the financial capacity to perform the obligations of the Developer pursuant to this Agreement (though the City may not receive any more financial capacity than that possessed by the Developer on the date hereof) and such entity in writing assumes such obligations and conditions in compliance with the terms and conditions set forth in Section 8.1.2(a) through (d) of this Agreement.

8.5 No Release of Developer.

Any consent by the City to any total or partial transfer of the Project or the Project Site shall not be deemed a release of the Developer from any of its obligations hereunder, or from any conditions or restrictions to which the Developer is subject, unless the Developer is expressly released in writing by the City.

ARTICLE IX: DEFAULT AND REMEDIES

9.1 Events of Default.

The following shall be events of default (the "Events of Default") with respect to this Agreement:

9.1.1 Misrepresentation.

If any material representation made by the Developer or the City in this Agreement, or in any certificate, notice, demand or request made by the Developer or the City in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

9.1.2 Breach.

Breach by the Developer or the City of any material covenant, warranty or obligation set forth in this Agreement.

9.2 Remedies Upon Default.

In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not diligently pursued,

or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Event of Default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

In case the City or the Developer shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the City shall continue as though no such proceedings had been taken.

9.3 Other Rights and Remedies of City and Developer: Delay in Performance Waiver.

9.3.1 No Waiver by Delay.

Any delay by the City or the Developer in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the City or the Developer should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by the City or the Developer with respect to any specific Event of Default by the Developer or the City under this Agreement be considered or treated as a waiver of the rights of the City or the Developer under this Section or with respect to any Event of Default under any section in this Agreement or with respect to the particular Event of Default, except to the extent specifically waived in writing by the City or the Developer.

9.3.2 Rights and Remedies Cumulative.

The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party with respect to the performance, nor the manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

9.3.3 Delay in Performance.

For the purposes of any of the provisions of this Agreement except with regard to payment of real estate taxes as provided herein in Section 6.3, neither the City, nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or in default of, its obligations with respect to the beginning and completion of construction of the Project, the Public Projects or the Public

Improvements or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the federal or state judiciary, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Developer with respect to the beginning and completion of the construction of the Project, the Public Projects or the Public Improvements shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

9.3.4 Waiver.

Any party to this Agreement may elect to waive any remedy it may have hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any other right or remedy hereunder, nor shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

ARTICLE X: TERMINATION OF AGREEMENT

10.1 Termination by the City.

The City has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the Developer as follows if any Event of Default by the Developer is not cured within the time frame set forth in Article IX above.

10.2 Termination by the Developer.

The Developer has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the City as follows if any Event of Default by the City is not cured within the time frame set forth in Article IX above.

ARTICLE XI: EQUAL EMPLOYMENT OPPORTUNITY

The Developer, for itself and its successors and assigns, agrees that during and with respect to construction of the Project provided for in this Agreement that the following will apply:

11.1 Nondiscrimination.

The Developer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, creed, disability, age or national origin. The Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

11.2 Advertising.

The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

ARTICLE XII: REPRESENTATIONS OF THE DEVELOPER

The Developer represents warrants and agrees as the basis for the undertakings on its part herein contained that:

12.1 Organization.

The Developer is in good standing with the State of Illinois.

12.2 Authorization.

The Developer has power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement.

12.3 Non-Conflict or Breach.

Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.

12.4 Pending Lawsuits.

To the knowledge of the Developer, there are no lawsuits either pending or threatened that would materially, adversely affect the ability of the Developer to proceed with the construction and development of the Project on the Project Site.

12.5 Location of Project.

The Project will be located within the Project Site. Additional land to the Project Site may be required for the Project Phase 2.

12.6 Conformance with Requirements.

The Developer represents and warrants that the Construction Plans and construction of the Project in accordance with the Construction Plans will in all respects conform to and comply with all covenants, conditions, restrictions, zoning ordinances, environmental regulations and land use regulations affecting the Project Site.

ARTICLE XIII: REPRESENTATIONS OF THE CITY

The City represents, warrants and agrees as a basis for the undertakings on its part contained herein that:

13.1 Organization and Authorization.

The City is a municipal corporation organized and existing under the laws of the state of Illinois, and has the power to enter into and by proper action has been duly authorized to execute, deliver and perform this Agreement.

13.2 Non-Conflict or Breach.

Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the City is now a party or by which the City is bound.

13.3 Pending Lawsuits.

To the knowledge of the City, there are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

ARTICLE XIV: MISCELLANEOUS

14.1 Prevailing Wages.

In the performance and execution of the Project the Developer shall pay prevailing wages as determined pursuant to the Prevailing Wage Act of the State of Illinois, 820 ILCS 130 *et seq* and the Prevailing Wage Ordinance of the City subject to the following:

- (a)** A listing of the current prevailing wage rates is available through the Illinois Department of Labor.
- (b)** Contractors must comply with provisions of Public Act 93-38 which requires certain language pertaining to prevailing wage be inserted into subcontracts. A list of prevailing wages in effect must be posted at the Project Site.
- (c)** The Developer must submit certified payrolls, on a monthly basis, to assure the payment of prevailing wage. This requirement applies to all contractors and subcontractors working on the Project. Certified payrolls shall be submitted to the City Manager.

14.2 Authorized Representatives.

14.2.1 Developer.

By complying with the notice provisions hereof, the Developer shall designate an authorized representative from time to time, who, unless applicable law requires action by the Board of Directors of the Developer, shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents, agreements and other actions required or described in this Agreement for and on behalf of the Developer.

14.2.2 City.

By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the Developer on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City.

14.3 Limited Liability to Others.

Except as otherwise expressly provided herein, the City shall not be obligated to make any payments to any person other than the Developer (and its permitted assignees), nor shall the City be obligated to pay any contractor, subcontractor, mechanic, materialman providing services or materials to the Developer for or in respect of the Development Project.

14.4 Binding Upon Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.

14.5 Titles of Paragraphs.

Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provision hereof.

14.6 Notices.

All notices, requests, consents, approvals, demands or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as the date of actual service, if personally served, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed to:

the City:

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

with copies to:

City Manager
One Gary K. Anderson Plaza
Decatur, IL 62523

and to:

Corporation Counsel
One Gary K. Anderson Plaza
Decatur, IL 62523

the Developer:

InnovaFeed, US Projects Director
85 Rue de Maubeuge
75010 Paris
France

with a copy to:

InnovaFeed, CEO
85 Rue de Maubeuge
75010 Paris
France

or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

14.7 Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held to be invalid or unenforceable,

the remainder of such section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

14.8 Project Sign.

Prior to commencement of construction of the Project or any phase thereof, the Developer shall place at the front of the Project or any phase thereof a Project identification sign which sign shall contain the following:

- (a) A colored elevation view of the Project or any phase thereof being constructed;
- (b) A listing of the Project team including the City; and
- (c) A brief two (2) or three (3) line description of the Project.

14.9 Memorandum of Agreement.

At either party's request, the parties shall execute and record a Memorandum of Agreement with respect to the Project and the Project Site in the form attached as Exhibit 4.

14.10 Further Assistance and Corrective Instruments.

The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto for carrying out the intention of or facilitating the performance of this Agreement.

14.11 No Joint Venture, Agency, or Partnership Created.

Neither anything in this Agreement nor any acts of the City and/or the Developer under this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between them. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent, employee or attorney of the City, in his or her individual capacity, and neither the members of the Corporate Authorities nor any other official or employee of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

ARTICLE XV: TERMS OF THE AGREEMENT

15.1 Entire Agreement.

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Developer with respect to the subject matter hereof.

15.2 Severability.

Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality, or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

15.3 Execution.

This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same Agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the parties hereto.

15.4 Laws.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

15.5 Language.

The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against either party, regardless of which is the drafter.

15.6 Headings.

All headings contained in this Agreement are for convenience of reference only and shall not be interpreted to expand or limit any provision hereof.

15.7 Legal Authority.

Each of the above said parties represents and warrants that each of the above said parties has the right and legal authority to execute this Agreement. Each of the above said parties further acknowledges and represents to one another that the representatives who execute this Agreement have the authority under the law to execute this Agreement and to bind their respective principals to the obligations under this Agreement and further, that any legal requirements conferring authority upon the representatives who execute this Agreement have been met by each of the respective parties as required by law.

15.8 Confidentiality.

The Parties will keep strictly confidential and undertake to ensure that their respective representatives will keep strictly confidential all aspects related to the Project, any discussions or exchanges related thereto and any document produced by either of the Parties or its representatives in this context and any information relating to the Project that may be communicated in connection with their discussions (and, in particular, with respect to the infrastructures, products, results, cases or customers of InnovaFeed). The Parties will abstain, and undertake to have their respective representatives refrain, without the written agreement of the other Party, from giving access, discussing or communicating a copy of any Project information to anyone other than their advice or in order to comply with a legal or regulatory obligation or a court decision, provided in this case that any third party to whom Project information is to be communicated is legally bound by professional secrecy or, if not, has previously signed a confidentiality agreement approved by the Parties. The confidentiality obligations will be valid during this agreement and will remain in effect for a period of ten (10) years after this agreement. All intellectual property rights, as well as know-how related to the Project remain wholly-owned by the Developer. The City shall not and is prevented from claiming or attempting to obtain (i.e. including notably any reverse engineering) any intellectual property rights related directly or indirectly with the Project. Notwithstanding any of the above, Developer recognizes and acknowledges that the City is a municipal corporation bound by the statutory requirements set forth in the

Illinois Freedom of Information Act and nothing herein shall restrict, interfere or otherwise obstruct the City's obligation to comply with the Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first above written.

CITY OF DECATUR
an Illinois municipal corporation

INNOVAFEED

By: _____
Julie Moore Wolfe
Mayor of Decatur

By: _____
Clément Ray
Co-Founder, President & Chairman

Attest:

By: _____
Kim Althoff
City Clerk

Attest:

By: _____
Sapna Sanders
US Projects Director

**CITY OF DECATUR/ INNOVAFEED
DEVELOPMENT AGREEMENT**

EXHIBITS

- Ex. 1 Project Description and Site Plan
- Ex. 2 Project Costs & Incentives
- Ex. 3 Declaration of Covenants, Uses and Restrictions
- Ex. 4 Memorandum of Agreement

Exhibit 1

PROJECT DESCRIPTION AND SITE PLAN

GENERAL NARRATIVE DESCRIPTION OF DEVELOPMENT PROJECT:

InnovaFeed is a French biotech company dedicated to the production of insect-based products as animal feed, with a focus on aquaculture markets. With a breakthrough industrial model for insect protein production, InnovaFeed provides a sustainable solution to address the critical need for new sources of protein for fish feed.

InnovaFeed's ambition is three-fold: (i) provide an environmentally-friendly, healthy and safe source of feed to boost the growth potential of aquaculture, (ii) recycle agricultural by-products through a circular economy model, and (iii) translate an ecological revolution into a lever of growth and job creation in the local communities surrounding its project sites.

LEGAL DESCRIPTION OF SITE (PHASE 1):

A PART OF THE SOUTH HALF (S½) OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M. IN MACON COUNTY, ILLINOIS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1: BEGINNING AT A POINT 2722.5 FEET WEST AND 75 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M.; THENCE NORTH 655 FEET; THENCE EAST 332.52 FEET; THENCE SOUTH 655 FEET; THENCE WEST 332.52 FEET TO THE PLACE OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

TRACT 2: BEGINNING AT A POINT 2389.98 FEET WEST AND 75 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M.; THENCE NORTH 655 FEET; THENCE EAST 171.02 FEET TO THE WEST LINE OF 35TH STREET EXTENDED NORTH; THENCE SOUTH 655 FEET ALONG THE EXTENDED WEST LINE OF 35TH STREET; THENCE WEST 171.02 FEET TO THE PLACE OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

Situated in Macon County, Illinois.

Exhibit 1

Site Plan for Phase 1 – Lot 1

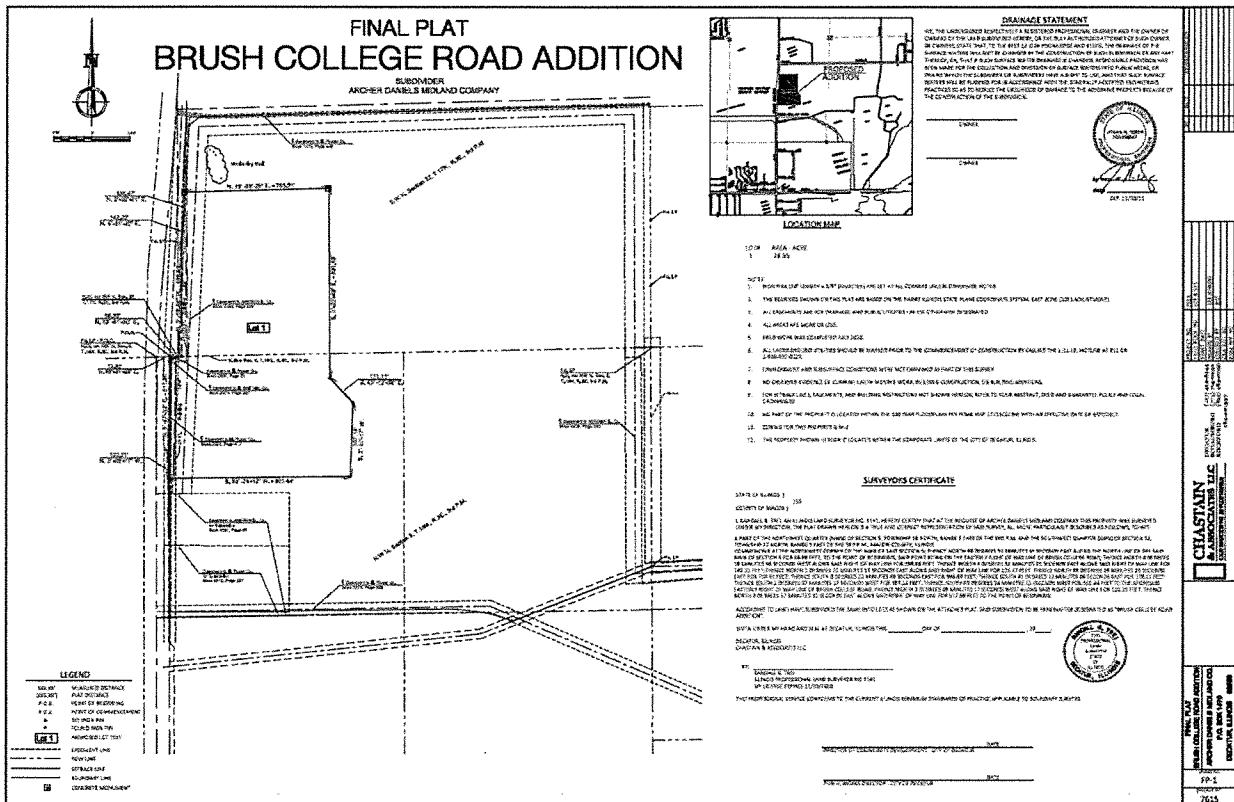


Exhibit 2

PROJECT COSTS AND INCENTIVES

A. PROJECT COSTS (PHASE 1)

Land Acquisition	\$500,000
Capital Investment	\$50,000,000
TOTAL PROJECT COSTS	\$50,500,000

B. INCENTIVES

The City will provide an annual reimbursement for utility taxes (i.e. utility taxes for electricity and natural gas) incurred by Developer and actually received by the City for the Project as follows:

- (a) Commencing in the year following the year in which Substantial Completion of the Phase One Project has occurred the Developer shall receive no later than January 15th of each year an amount equal to One Hundred (100%) Percent of the Utility Tax for the previous calendar year actually received by the City.
- (b) The obligation for the reimbursement of Utility Taxes actually received by the City shall terminate upon the earlier of:
 1. Five (5) years from the date of Substantial Completion of the Phase One Project
 2. The Substantial Completion of the Phase Two Project

DECLARATION OF COVENANTS, USES AND RESTRICTIONS

After recording return to:

Wendy Morthland
Corporation Counsel
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

DECLARATION OF COVENANTS, USES AND RESTRICTIONS

_____, an Illinois _____ (the "Declarant"), is the owner of certain real property located in the City of Decatur, the County of Macon, the State of Illinois, more fully described in Exhibit A attached hereto and made a part hereof (the "Project Site").

The Declarant has entered into the City of Decatur/InnovaFeed Development Agreement (the "Agreement") dated as of _____, 2020, with the City of Decatur (the "City"). The Agreement provides that the Declarant shall develop a project as described in the Agreement (the "Project") on the Project Site. For the purpose of enhancing and protecting the value, the attractiveness and the desirability of the Project as developed pursuant to the terms of the Agreement; for the purpose of protecting the rights of the City pursuant to the terms of the Agreement, the Declarant hereby declares that all of the Project and Project Site and each part thereof shall be held, sold, and conveyed only subject to the following covenants, uses and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any rights, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The Project Site and the Project shall be subject to the Agreement.
2. The Declarant agrees that the Declarant shall not discriminate in violation of all applicable federal, state or local laws or regulations upon the basis of race, color, religion, sex, age, national origin or other applicable factors in the sale, lease or rental or in the use or occupancy of the Project Site or Project or any part thereof.
3. The Declarant covenants that it will pay all real estate taxes with respect to the Project Site or Project when due; and shall not apply for, seek, or authorize any exemption from the imposition of general real estate taxes on said Project Site or Project without first obtaining the prior written approval of the City of Decatur. Nothing herein shall be construed so to prevent Declarant from contesting the assessment or collection of any taxes under statutory procedures set forth in the Illinois Compiled Statutes; provided that the Declarant, its successors and assigns shall give the City of Decatur fifteen (15) days prior written notice of its intent to contest the assessment or collection of taxes.

GENERAL PROVISIONS

Exhibit 3

4. It is intended and agreed that the covenants provided in Sections 1 and 3 of this Declaration shall remain in effect until December 31, 2030; and the covenants provided in Sections 2 shall remain effective without any time limitation; provided, that all such covenants shall be binding on the Declarant only for such period as the Declarant maintains a direct ownership interest in the Project Site or Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct ownership interest in the Project Site or Project or part thereof. The termination of the covenants in Sections 1 and 3 shall be effective upon the happening of the events described in this Section 4 without any further action by either Declarant or the City and without the recording of any release or other document.

5. Subject to Section 4 above, it is intended and agreed that the covenants set forth in Sections 1 through 3 above shall be covenants running with the land and that they shall in any event and without regard to technical classification or designation as legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City and with regard to Section 2 above, the City, the State of Illinois, and the United States of America.

6. Failure by the City or as the case may be, by the State of Illinois or the United States of America to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

7. Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no way affect any other provisions, which shall remain in full force and effect.

8. Covenants and restrictions of this Declaration may be amended by the Declarant only by duly recording an instrument, executed and acknowledged by the City.

Executed at Decatur, Illinois, on the date first above written.

INNOVAFEED

By: _____
Print Name: _____

Title: _____

Exhibit 3

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____, an Illinois _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such _____, and as the free and voluntary act of _____, for the uses and purposes therein set forth; and on his respective oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2020.

Notary Public

MEMORANDUM OF AGREEMENT

After recording return to:

Wendy Morthland
Corporation Counsel
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

MEMORANDUM OF AGREEMENT

_____ (the "Developer") and the City of Decatur (the "City") have entered into a City of Decatur/InnovaFeed Development Agreement dated as of _____, 2020 (the "Agreement") with respect to certain real property located in the City of Decatur, the County of Macon, the State of Illinois, more fully described in Exhibit A attached hereto and made a part hereof (the "Project Site"). The Agreement provides that the Developer, subject to certain terms and conditions set forth in the Agreement, shall develop a project as described in the Agreement (the "Project") on the Project Site.

Dated: _____, 2020

CITY OF DECATUR
an Illinois municipal corporation

By: _____
Its City Manager

By: _____

Print Name: _____

Title: _____

Attest:

Attest:

By: _____
Its City Clerk

By: _____

Print Name: _____

Title: _____

Exhibit 4

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the City Manager and City Clerk, respectively, of the City of Decatur, an Illinois municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such City Manager and City Clerk, respectively, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such City Manager and City Clerk, respectively, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2020.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Clément Ray and Sapna Sanders, personally known to me to be the representatives of InnovaFeed, a company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Clément Ray and Sapna Sanders, appeared before me this day in person and severally acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such representatives, for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2020.

Notary Public

EXHIBIT A

Project Site

LEGAL DESCRIPTION OF SITE (PHASE 1):

A PART OF THE SOUTH HALF (S $\frac{1}{2}$) OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M. IN MACON COUNTY, ILLINOIS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1: BEGINNING AT A POINT 2722.5 FEET WEST AND 75 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M.; THENCE NORTH 655 FEET; THENCE EAST 332.52 FEET; THENCE SOUTH 655 FEET; THENCE WEST 332.52 FEET TO THE PLACE OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

TRACT 2: BEGINNING AT A POINT 2389.98 FEET WEST AND 75 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M.; THENCE NORTH 655 FEET; THENCE EAST 171.02 FEET TO THE WEST LINE OF 35TH STREET EXTENDED NORTH; THENCE SOUTH 655 FEET ALONG THE EXTENDED WEST LINE OF 35TH STREET; THENCE WEST 171.02 FEET TO THE PLACE OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

Situated in Macon County, Illinois.

DATE: 11/18/2020

MEMO: 2020-156

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Duke's Root Control, Inc. for Multi-Year Sanitary Sewer Herbicide Root Control Project, City Project 2020-31.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution awarding a 3-year contract in the amount of \$701,635.69 for Multi-Year Sanitary Sewer Herbicide Root Control, City Project 2020-31, with Duke's Root Control Inc., as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

BACKGROUND:

Sanitary Sewer Priorities

Under the direction of the City Council, the Public Works Department has established four priorities to improve the City's sanitary sewer collection system as defined in the Sanitary Sewer Master Plan.

1. Critical Large Diameter Sewer Rehabilitation.
2. Sanitary Sewer Overflows Due to Inflow and Infiltration.
3. System Operation and Maintenance
4. Small Diameter Sewer Rehabilitation

The Multi-Year Sanitary Sewer Herbicide Root Control Project primarily addresses priority number 3 by removing the roots in the sewer. Secondarily, the work also addresses priority 2 by helping to restore the full capacity to pipes with root intrusions which will decrease the amount of sanitary sewer overflows and basement backups. It should be noted that root intrusion into a sewer is a sign of infiltration and simply removing the roots does not reduce ground water leaking into the pipe.

Multi-Year Sanitary Sewer Herbicide Root Control Project

Sanitary sewer lines are extremely susceptible to root intrusion due to the type of pipes

historically used for construction of sanitary sewers and the tenacity of tree roots which push into sanitary sewers to find a reliable source of year round moisture. Roots penetrate sanitary sewers through joints, service laterals, connections and cracks in search of water. Unless they are removed, roots will grow to fill the pipe, trapping solids and impeding flow, often causing sanitary sewer backups and overflows.

This project consists of the application of a root herbicide to retard and kill root growth present in and around the targeted sewer lines. The herbicide chemical is combined with a foaming agent that is applied by means of jetting equipment to coat the inside of the sewer pipe. Foam fills the pipe and causes the herbicide to cover and stick to any tree roots that it comes in contact with. The herbicide proceeds to kill the roots that are in the pipe and within a short distance of the outer wall while leaving the main tree structure undamaged. The effects of the herbicide generally last between 2 to 3 years depending on the frequency of application.

Where the de-rooting process shows excessive leaks, cracks and pipe penetrations, these pipe sections will be noted and recorded for future replacement, pipe lining or other maintenance.

One application will not solve all future root intrusions in the pipe as the roots will eventually grow back. This project is structured to begin a yearly herbicide application to control root intrusions into the sewer system by applying herbicide to a third of the identified root susceptible pipes in the City each year as shown on the attached map. The current project is for 3 years. The schedule for the current project and future projects is outlined in Table 1:

Year	Zone				Status
	1st Application	2nd Application	3rd Application	4th Application	
2021	1				Current Project
2022	2				
2023	3	1			
2024		2			
2025		3			Future Projects
2026			1		
2027			2		
2028			3		

Project locations have been identified through the City's televised sewer inspection program. The herbicide root control program is intended to supplement and reduce ongoing root cutting work performed by City maintenance crews. Using a root control herbicide will extend the service life of sewer pipes because continual root cutting uses rotating saws and chains that tend to damage the sewer over time and when roots are cut they grow back thicker, larger and stronger eventually breaking the joint or crack the root originally penetrated through.

Project Bid Review

The project plans and specifications were prepared by Engineering Division staff. The project

was advertised October 28, 2020, and bids were opened on Wednesday, November 18, 2020. The results for the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (-Under)</u>
Duke's Root Control, Inc	\$701,635.69	(-5.73%)
Engineer's Estimate	\$744,313.55	----

Two contractors that attended the pre-bid meeting took out a bid package for the Multi-Year Sanitary Sewer Herbicide Root Control Project, and one (1) submitted a bid. Duke's Root Control provided the lowest responsible bid at 5.73% below the engineer's estimate. Duke's Root Control has not worked for the City but is a nationwide company that focuses exclusively on controlling roots in sewer lines. Dukes has successfully treated over 300 million feet of sewer.

Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts."

Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Subcontracting is not a requirement for City Projects. Duke's Root Control will be performing all of the work for this project and will not be using any subcontractors but will adhere to the requirement that 18% of total hours worked be performed by minority workers.

PRIOR COUNCIL ACTION:

The City Council approved the FY 2020 Capital Improvements Plan which allocated funds for this project.

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

INPUT FROM OTHER SOURCES:

None

LEGAL REVIEW: Legal approved project plans and specifications on October 20, 2020.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the FY 2020 Capital Improvements Plan. The Project will be paid for out of the Sewer Fund which is funded by the sewer user charge. The 3 year project cost is \$701,635.69.

Staff Impact: Staff time has been allocated to manage the project.

ATTACHMENTS:

Description	Type
Resolution Accepting Bid with Dukes 2020-31 with Exhibit A	Resolution Letter
Bid Tabulation	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH DUKE'S ROOT CONTROL, INC. FOR MULTI-YEAR
SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT
CITY PROJECT 2020-31**

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

Section 1. That the tabulation of bids received for City Project 2020-31, Multi-Year Sanitary Sewer Herbicide Root Control Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Duke's Root Control, Inc., in the amount of \$701,635.69 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Duke's Root Control, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$701,635.69.

PRESENTED and ADOPTED this 7th day of December 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

Exhibit A

PROJECT MANUAL

MULTI-YEAR SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT

CITY PROJECT 2020-31

October 2020

a project of the



**CITY OF DECATUR ILLINOIS
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523**

FOR BIDDING

CITY OF DECATUR

MULTI-YEAR SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT

Julie Moore Wolfe, Mayor

Rodney Walker

Pat McDaniel

Bill Faber

Lisa Gregory

David Horn

Chuck Kuhle

Scot Wrighton	City Manager
Wendy Morthland	Corporation Counsel
Kim Althoff.....	City Clerk
Gregg Zientara	City Treasurer
Matthew Newell.....	Public Works Director

CITY OF DECATUR
MULTI-YEAR
SANITARY SEWER HERBICIDE
ROOT CONTROL PROJECT

CITY PROJECT 2020-31

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **11:30 A.M., Wednesday, November 18, 2020**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

MULTI-YEAR SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT

CITY PROJECT 2020-31

The proposed project herein specified and described includes the following work:

A three (3) year project to apply foaming root control herbicide to approximately 340,700 lineal feet of sanitary sewers ranging in size from 6 inches to 33 inches. The project will apply root control in approximately 80,000 lineal feet of sewers in year 1, approximately 93,000 lineal feet of sewers in year 2 and approximately 172,000 lineal feet in year 3.

INSTRUCTIONS TO BIDDERS:

1. A **MANDATORY PRE-BID** will be held by **CONFERENCE CALL ONLY** on **November 4, 2020, at 11:00 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project.** To join the Conference call, please call **1-888-450-5996**. When prompted please enter the passcode **133891**.
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc., 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

www.decaturblue.com	City of Decatur
Plans & Portals	Engineering Division
Public Projects	#1 Gary K. Anderson Plaza
DFS Public Plan Room	Decatur, Illinois 62523

ADVERTISEMENT FOR BIDS

5. The City of Decatur hereinafter referred to as "City" or "Owner", will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at www.decaturil.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print's web site at www.decaturblue.com /Plans & Portals /Public Projects/DFS Public Plan Room/City of Decatur Bid Tabs, after the award of a contract has been approved by the City of Decatur's City Council.
6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.
7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the month during which the work is performed, as determined by the Illinois Department of Labor.
8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.
9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:
 - (1) Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 - (2) Eighteen percent (18%) of the total hours worked should be performed by minority workers.

All Contractors shall provide evidence of meeting the City's minority participation goals prior to the award of this project and prior to all payments made for work completed or provide the City of Decatur documentation on their good faith efforts to comply with the participation goals. Required information and documentation is included in the Project Manual and to be submitted with the bid proposal.

REJECTION OF BIDS:

The Council of the City of Decatur, Illinois, reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instructions for bidders. At the discretion of the Council, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the price bid.

October 28, 2020
Date Advertised

Matthew C. Newell, PE
Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **Mutli-Year Sanitary Sewer Herbicide Root Control Project**

City Project No.: **2020-31**

Owner: **City of Decatur, Illinois**

The Owner invites bids on the forms included as part of this Document to be submitted at such time and place as is stated in the Advertisement for Bids. All blanks in the Bid Proposal must be appropriately filled in with typewriter or ink. **It is the sole responsibility of the Bidder to see that the bid is received in proper time to be date, time stamped, and initialed by the Purchasing Agent or designee.**

The Owner may consider non-conforming any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No Bidder may withdraw a bid within 45 days after the actual day of the opening thereof.

Each bid must be submitted in a sealed envelope clearly bearing, on the outside, the following information:

1. The name of the Bidder,
2. The Bidder's address,
3. The name of the project along with the project number for which the bid is submitted,

The bid documents will be submitted to the **Purchasing Division, City of Decatur, # 1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.**

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.
2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.
3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

INFORMATION FOR BIDDERS

4. Eligible bids received by the Purchasing Division will be delivered to the City Engineer, or designee, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened.
All bids received from bidders not on the pre-bid attendance list will be returned unopened.
5. All bidders who desire to be present at the bid opening may wait in the Civic Center first floor meeting room.

At the time of the opening of bids, each Bidder will have completed a thorough site inspection and will have read and be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their bid. The Bidder is to confirm the completeness of the Bid Documents. If the Bidder determines their Bid Documents are incomplete or irregular it is the Bidders responsibility to bring this fact to the attention of the City Engineer.

The submitted bid must be signed in the name of the Bidder and must bear the signature in long hand of the person or persons duly authorized to sign the bid. Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid which are not specifically called for in the Contract Documents may be subject to Owner's rejection of the bid as not being responsive to the advertisement. No oral telephone modification of any bid submitted will be considered and a telegraphic modification may be considered only if the post mark evidences that a copy of the modification by telegram, signed by the Bidder, was placed in the mail prior to the opening of the bid.

The submitted bid must not contain erasures, corrections or changes from the printed forms as completed in typewriter or ink, unless such erasures, corrections or changes are authenticated by affixing in the margin immediately opposite the erasure, correction or change, the initials of the person who signed the bid or the initials of such other person as may be authorized by the Bidder to make erasures, corrections or changes in the bid, and said authorization must be evidenced by written confirmations, executed by the person authorized to sign the initial bid, attached to the bid at the time of submittal.

Each bid must be submitted on the Bid Proposal provided and must be signed by the Bidder or their duly authorized agent. All blank spaces for bid prices must be filled in, in ink or typewritten, IN BOTH WORDS AND NUMBERS where called for in the Bid Proposal. If there is a discrepancy between the price in words and the price in numbers, the price in words will govern. If there is a discrepancy between the extended bid prices, the unit cost shall be the governing number and the total price or prices will be adjusted as necessary.

The Owner reserves the right to pre-qualify all bids, post-qualify all bids, to reject all bids, not to make an award and/or accept the Proposal deemed most advantageous and to the best interest of the Owner. The Bidder must comply with all information and instructions for Bidders. The award of the Contract, if made by the Owner, will be made to the qualified Bidder submitting the lowest and best bid, but the Owner shall determine at their own discretion whether a Bidder is qualified to perform the Contract, whether by pre-qualifications, post-qualification or other methods, and what bid is the lowest and whether it is to the interest of the Owner to accept the bid. If awarded, a written Notice of Award will be sent to the successful Bidder(s).

INFORMATION FOR BIDDERS

The Owner will make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Each bid must be accompanied with a proposal guaranty either as a properly certified check made payable to "Treasurer, City of Decatur," Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City, executed by a surety company satisfactory to the City, in an amount not less than ten (10) percent of the bid. Such proposal guarantees, of the three lowest bidders, may be retained by the City for a period of 45 days after the date of the bid opening. Checks or bid bonds from other than the three lowest bidders will be returned by the City within seven (7) days after the date of the bid opening.

Simultaneously with the delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, and other items required by the Conditions and Specifications governing the work. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

The successful Bidder, upon Bidder's failure or refusal to execute and deliver the Contract and bonds required within (10) consecutive calendar days from and including the date the Bidder has received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidation of damages done for such failure or refusal, the security deposited with their bid. Notice of the Owner's intent shall either be hand delivered by the Owner to the Bidder's address, as given on the Contract Documents, or mailed to such address, first class, United States mail, return receipt requested. Delivery or mailing of said notice to said address shall constitute the notice herein required without the requirement of an acknowledgment of receipt from the Bidder.

Each Bidder must inform himself fully of the conditions and specifications relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

The quantities appearing in the bid proposal are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The proposed quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

INFORMATION FOR BIDDERS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Paul Caswell, P.E., City Engineer, at # 1 Gary K. Anderson Plaza, Decatur, Illinois 62523, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, notification will be e-mailed to all prospective Bidders (at the respective e-mail addresses furnished for such purposes), not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project. Addenda may also be viewed on Decatur Blue Print's website at www.DecaturBlue.com.

The City of Decatur maintains City project information on the City's web site at [www.decaturil.gov/Departments/Public Works /Contractor Project Bid Information](http://www.decaturil.gov/Departments/Public%20Works%20/Contractor%20Project%20Bid%20Information). It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site and at www.DecaturBlue.com for the status of the particular project they are interested in bidding prior to turning in bids.

The successful Bidder, upon award of a Contract, shall commence work on the date specified in the "Notice to Proceed" and shall substantially complete all work in accordance with the time allocated in the contract. Should the Contractor fail to substantially complete all work in the allotted time period, liquidated damages shall be assessed as outlined in the General Conditions.

Attention of the bidders is directed to the arrangement and contents of the contract documents and Specifications with reference to the project. One extra bid form is included, detached from the remainder of the contract documents. Such detached bid may be completed and submitted as the Contractor's bid.

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

I. Description of the Minority Participation Goals Program:

- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
 - 1. **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or **10%** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 - 2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of \$50,000.

II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.

III. Waiver:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - 1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - 2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request.**

IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismssoft.com or (309) 692-6400.

VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

**CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS**

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

- A. Ensuring non-discrimination in the award and administration of City public works contracts;
- B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;
- C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;
- F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
- C. **PUBLIC WORKS CONTRACTS.** All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - v. Negotiating in good faith with MBEs and firms that employ minority workers;
 - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

- viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;
- ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
- x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
- xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, his designee, or third party contractor, shall:
 - i. Administer and enforce the provisions of this Article;
 - ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
 - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
 - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
 - i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;
 - iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

(Amended, Ordinance No. 2020-124, August 3, 2020)

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
 - i. The project is essential for city operations;
 - ii. Emergency circumstances require a waiver;
 - iii. Evidence of a good faith effort by the contractor;
 - iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

(Amended, Ordinance No. 2020-124, August 3, 2020)

**END OF
INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

BID PROPOSAL

RETURN WITH BID

For Construction of: **Multi-Year Sanitary Sewer Herbicide Root Control Project**

City Project No.: **2020-31**

Owner: **City of Decatur, Illinois**

Prospective Bidder:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized themselves with any local conditions effecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all applicable taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents, for an amount computed upon the basis of the quantity of work actually performed at the bid prices noted below.

It is understood that any listed quantities of work to be performed at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Proposal, except as provided for in the General Conditions.

It is further agreed that any lump sum prices may be increased to cover additional work ordered by the Owner, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered. Where supplemental unit prices are available, they shall be used to adjust lump sum prices.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

BID PROPOSAL

RETURN WITH BID

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals and waive informalities or irregularities in Proposals. The Owner also reserves the right to delay the award of a contract for a period not to exceed 45 days from the date of the opening.

The undersigned further agrees, if awarded the Contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by them and understands that they are the Bidder's sole responsibility, and the Owner will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal.

The undersigned certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Instruction to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other Bidder.

Attached, as a proposal guaranty, is a properly certified check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City of Decatur, executed by a surety company satisfactory to the City in an amount not less than ten (10) percent of the bid.

It is expressly understood that the proposal guaranty is given as a guarantee that the bidder will execute the contract and furnish acceptable bonds and required insurance, if awarded the work and the amount thereof represents the agreed damages that the Owner will sustain if the bidder fails or refuses within ten (10) days from and including the date of the Notice of Award of the Contract, to execute and deliver said Contract and deliver the required bonds and insurance shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as penalty, but in liquidation of damages done. Award may be then made to the next lowest qualified bidder, or the work re-advertised and constructed under contract, or otherwise, as the City may decide.

The Bidder grants the Owner the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of 45 days after the date of opening of said Proposals.

BID PROPOSAL
RETURN WITH BID

The undersigned Bidder further grants the Owner the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the Owner's needs.

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #

1

Dated

11/12/20

Initial

BB

The undersigned Bidder expressly agrees to the following provisions:

- A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.
- B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).
- C. That any Subcontractor(s) shall be subject to Owner approval.

List below any Subcontractor(s) whose subcontract(s) exceed \$ 5,000.

SUBCONTRACTOR

TYPE OF WORK

1.	<u>NONE -- N/A</u>	<hr/>
2.	<hr/>	<hr/>
3.	<hr/>	<hr/>
4.	<hr/>	<hr/>

RETURN WITH BID

DATE NOVEMBER 6, 2020

(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

Business Address &
E-mail Address

(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
E-mail Addresses

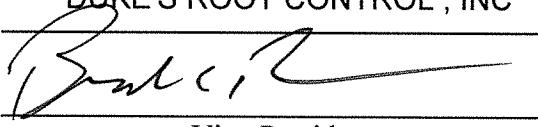
Names of All Members of
Firm

(If a Corporation)
Corporate Name

DUKE'S ROOT CONTROL , INC

(SEAL)

By:


Vice-President

Business Address &
E-mail Addresses

1020 HIAWATHA BLVD W SYRACUSE, NY 13204

braden@dukes.com

Names of Officers

MATT FISHBUNE

President

LYNN HEFFRON

Secretary

NONE -- N/A

Treasurer

Attest:


Secretary

BID PROPOSAL

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for

MULTI-YEAR SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT
CITY PROJECT 2020-31

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	Foaming Root Control Treatment 6 Inch	FOOT	4,102	\$1.69	\$6,932.38
2	Foaming Root Control Treatment 8 Inch	FOOT	232,122	\$1.69	\$392,286.18
3	Foaming Root Control Treatment 10 Inch	FOOT	50,698	\$1.86	\$94,298.28
4	Foaming Root Control Treatment 12 Inch	FOOT	33,243	\$2.02	\$67,150.86
5	Foaming Root Control Treatment 15 & 16 Inch	FOOT	5,444	\$2.83	\$15,406.52
6	Foaming Root Control Treatment 18 Inch	FOOT	6,757	\$4.07	\$27,500.99
7	Foaming Root Control Treatment 20, 21, & 22 Inch	FOOT	3,782	\$5.04	\$19,061.28
8	Foaming Root Control Treatment 24 Inch	FOOT	2,784	\$6.45	\$17,956.80
9	Foaming Root Control Treatment 27 & 30 Inch	FOOT	892	\$6.45	\$5,753.40
10	Foaming Root Control Treatment 33 Inch	FOOT	820	\$6.45	\$5,289.00
11	Mobilization, Year 1	LSUM	1	N/A	
12	Mobilization, Year 2	LSUM	1	N/A	
13	Mobilization, Year 3	LSUM	1	N/A	
14	Alterations, Cancellations, Extensions, Deductions and Extra Work	EACH	1	\$50,000.00	\$50,000.00
					\$701,635.69

TOTAL BID VALUE IN WORDS: SEVEN HUNDRED ONE THOUSAND SIX HUNDRED THIRTY FIVE AND 69/100



City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	11-6-2020	Project Title:	MULTIYEAR SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT	
Total Contract Value:	\$701,635.69		Project Number:	2020-31

Section I: Prime Contractor Information

Prime Contractor: DUKE'S ROOT CONTROL , INC
Address: 1020 HIAWATHA BLVD W
Phone: 315-472-4781
Contact Person: BRADEN BOYKO - VICE PRESIDENT
Email: braden@dukes.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
NONE -- N/A				
Totals				

- If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
NONE -- N/A			
Totals			

- If more firms were contacted, please copy this form and attach the additional information.

Section IV: MBE subcontractors that submitted bids but were not selected

- If more firms submitted quotes, please copy this form and attach the additional information.

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome

- If more firms were contacted, please copy this form and attach the additional information.

Section V:

The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the MBE's listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors or MBEs.

the listed subcontractors or MBEs.

Bradley

Signature of Prime Contractor
BRADEN BOYKO - VICE PRESIDENT

11/01/20

Date _____



City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

RETURN WITH BID WHEN REQUIRED

**Minority Business Enterprise (MBE)
Participation Waiver Request**

Date:	11-6-20	Project Title:	MULTIYEAR SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT
		Project Number:	2020-31

Prime Contractor: DUKE'S ROOT CONTROL , INC
Address: 1020 HIAWATHA BLVD W
Phone: 315-472-4781
Contact Person: BRADEN BOYKO - VICE PRESIDENT
Email: braden@dukes.com

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

<input type="checkbox"/>	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
<input checked="" type="checkbox"/>	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
<input type="checkbox"/>	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
<input type="checkbox"/>	Other – (State reason and attach explanation)
<input type="checkbox"/>	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

Signature of Prime Contractor

11/6/20

Date

FOR OFFICIAL USE ONLY

APPROVED

DISAPPROVED

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

<input type="checkbox"/>	The project is essential for City operations.
<input type="checkbox"/>	Emergency circumstances require a waiver.
<input type="checkbox"/>	Evidence of a good faith effort by the contractor.
<input checked="" type="checkbox"/>	The contractor will self-perform all work and will not subcontract any portion of the project.
<input type="checkbox"/>	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

Public Works Director

11-19-20

Date



1020 Hiawatha Blvd. West. Syracuse, NY 13204

72 East Street, Crystal Lake, IL 60014

November 5, 2020

To whom it may concern,

The sanitary sewer chemical root control treatment work performed by Duke's Root Control, Inc. is not able to be subcontracted due to specialized equipment and pesticide licensing requirements.

Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Braden L. Boyko".

Braden L. Boyko
Vice President



City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Final Minority Business Enterprise (MBE) Participation Documentation

Date:	11-6-2020	Project Title:	MULTIYEAR SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT	
Total Contract Value:	\$701,635.69		Project Number:	2020-31

Section I: Prime Contractor Information

Prime Contractor: DUKE'S ROOT CONTROL , INC
1020 HIAWATHA BLVD W
Address: SYRACUSE, NY 13204
Phone: 315-472-4781
Contact Person: BRADEN BOYKO - VICE PRESIDENT
Email: braden@dukes.com

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				
If more subcontractors are utilized, please copy this form and attach the additional information.				

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				
If more MBE's are utilized, please copy this form and attach the additional information.				

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

<input type="checkbox"/>	MBE Goal of 10% <u>has been</u> reached
<input type="checkbox"/>	MBE Goal of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the MBE Utilization Statement submitted at Bid
<input type="checkbox"/>	MBE Goal of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the MBE Utilization Statement submitted at Bid (attach explanation)
<input type="checkbox"/>	MBE Goal of 20% <u>has been</u> reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of \$50,000
<input checked="" type="checkbox"/>	Other – (State reason and attach explanation) NO SUBCONTRACTING OPPORTUNITIES EXIST

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.



Signature of Prime Contractor

BRADEN BOYKO - VICE PRESIDENT



Date

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF NEW YORK

COUNTY OF ONONDAGA

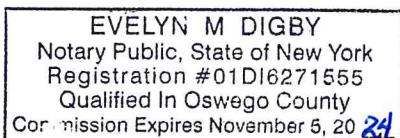
BRADEN BOYKO, being first duly sworn, deposes and says that they are VICE PRESIDENT (sole owner, partner, president, secretary, etc.) of DUKE'S ROOT CONTROL, INC, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

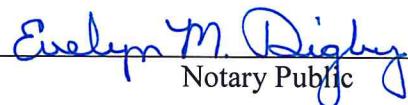
Signed:


Title
VICE PRESIDENT

Subscribed and sworn to before me this 6th day of November, 2020.

(SEAL)




Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

Multi-Year Sanitary Sewer Herbicide Root Control Project
City Project 2020-31
November 12, 2020

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
MULTI-YEAR SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT
CITY PROJECT 2020-31
DATED OCTOBER 2020**

AD-1-1 NOTICE

1.01 This Addendum No. 1 dated November 12, 2020, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 PRE-BID MEETING

1.02 Add the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on November 4, 2020.

**AD-1-3 TECHNICAL SPECIFICATIONS FOR SECTION 1 FOAMING
ROOT CONTROL HERBICIDE**

1.03 Add to section 1.5 Chemical Root Control Agent, RootX as an approved equal chemical herbicide

Please make the proper acknowledgment of addenda #1 on your bidding documents.

END OF ADDENDUM NO. 1

City Engineer:  Date: November 12, 2020

Pre-bid Meeting Minutes
for
Multi-Year Sanitary Sewer Herbicide Root Control Project
City Project 2020-31

Conference Call
1-888-450-5996
Passcode: 133891
11:00 a.m. Wednesday, November 4, 2020

I. Introductions

See attached Attendance

II. Project Review

Paul Caswell Described the project

III. Minority Participation Goals Review of City Code Chapter 28, Article 10 (Handout and Discussion).

A. Policy

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs.

The City requires that general contractors show good faith efforts to meet the City's goals of 10% of the project amount be used to hire MBE subcontractors when subcontracting opportunities exist and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprise, and 18% total hours are to be worked by minority employees. Note that there are two goals that need to be addressed

B. Definitions

The Prospective bidders are directed to the attached handout that provides an excerpt of the State's definition of a minority

C. Project Goals and Good Faith Efforts

1. Subcontracting/Supplier Goal: 10% of total dollar amount should be performed by MBE if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.

a. Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.

The Contractor shall put forward good faith efforts to "actively and aggressively" seek the participation of MBE or minority workers. It is expected that a demonstration of "active" and "aggressive" will include actual direct contact with or working with a minority subcontractor

manner that leads them to provide actual quotes for the work to be subcontracted. This is benefited by the development of an ongoing relationship with minority subcontractors.

- b. What is the City's expectation of what will be required to demonstrate a Good Faith Effort?

The City regards a good faith effort, at a minimum, to include direct contacts with 2-3 MBE subcontractors for each subcontracting opportunity until the goal is met. The contacts must be with subcontractors that provide the type of work that is being subcontracted. Mass e-mail contacts alone are not considered a good faith effort. Documented follow up requests are required if no response is received. The bidder is to provide all work, all contacts, the method of contact (email, phone, personal, etc.), and the results of each contact. Email requests with no reply or other evidence of direct contact are not considered to be acceptable direct contacts.

City staff can have no contact with bidders regarding their bid submittal after bids have been opened, so their only opportunity to demonstrate a good faith effort, is to provide all supportive evidence with the bid document. For the benefit of the review that must be conducted by City staff, it is helpful for the bidders to group their direct contacts according to the subcontracting opportunity.

- c. If a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

2. Minority Workers Goal: 18% total hours worked should be performed by minority workers.
 - a. The City tracks this goal through ePrismSoft and prevailing wage reports when required.

IV. Other Items

Bidders should check Decatur Blueprint's website before submitting a bid to make sure there are no addenda's missing. Only contractors on Decatur Blueprint's plan holder list will get updates on addenda. You have to purchase the plans to get on their list. Simply downloading a set of plans from the website does not put you on the bidders list.

The Bid submittal time and place will remain the same at the City's Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. The City Building (Civic Center) is under lockdown due to COVID 19, it is

*recommended the Bidder provide additional time to allow for delays when submitting the Bid.
No bids will be accepted after the required submittal time. Bids will still be publicly read in the
front room of the Civic Center – Rm 100*

Pre-Bid Sign-In Sheet

Multi-Year Sanitary Sewer Herbicide Root Control Project

2020-31

Wednesday, November 4, 2020 at 11:00 a.m., Conference Call

Pre-bid Meeting Agenda
for
**Multi-Year Sanitary Sewer Herbicide Root Control Project
City Project 2020-31**

Conference Call
1-888-450-5996
Passcode: 133891
11:00 a.m. Wednesday, November 4, 2020

- I. Introductions
- II. Project Review
- III. Minority Participation Goals Review of City Code Chapter 28, Article 10 (Handout and Discussion).
 - A. Policy

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs.

The City requires that general contractors show good faith efforts to meet the City's goals of 10% of the project amount be used to hire MBE subcontractors when subcontracting opportunities exist and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprise, and 18% total hours are to be worked by minority employees. Note that there are two goals that need to be addressed
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The Prospective bidders are directed to the attached handout that provides an excerpt of the State's definition of a minority
 - C. Project Goals and Good Faith Efforts
 - 1. Subcontracting/Supplier Goal: 10% of total dollar amount should be performed by MBE if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 - a. Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.

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manner that leads them to provide actual quotes for the work to be subcontracted. This is benefited by the development of an ongoing relationship with minority subcontractors.

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City staff can have no contact with bidders regarding their bid submittal after bids have been opened, so their only opportunity to demonstrate a good faith effort, is to provide all supportive evidence with the bid document. For the benefit of the review that must be conducted by City staff, it is helpful for the bidders to group their direct contacts according to the subcontracting opportunity.

c. If a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

2. Minority Workers Goal: 18% total hours worked should be performed by minority workers.

a. The City tracks this goal through ePrismSoft and prevailing wage reports when required.

IV. Other Items

Bidders should check Decatur Blueprint's website before submitting a bid to make sure there are no addenda's missing. Only contractors on Decatur Blueprint's plan holder list will get updates on addenda. You have to purchase the plans to get on their list. Simply downloading a set of plans from the website does not put you on the bidders list.

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CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

The "minority person" definition contained in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2 is contained at the back of this handout.

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

- A. Ensuring non-discrimination in the award and administration of City public works contracts;
- B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;
- C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;
- F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

- A. MINORITY: For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. MINORITY BUSINESS ENTERPRISE (MBE): A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
- C. PUBLIC WORKS CONTRACTS. All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
- D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - v. Negotiating in good faith with MBEs and firms that employ minority workers;
 - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

- ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
- x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers; [This is provided through Prevailing Wage Documentation]
- xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, his designee, or third party contractor, shall:
 - i. Administer and enforce the provisions of this Article;
 - ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
 - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
 - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
 - i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;
 - iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
 - i. The project is essential for city operations;
 - ii. Emergency circumstances require a waiver;
 - iii. Evidence of a good faith effort by the contractor;
 - iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

(Amended, Ordinance No. 2020-124, August 3, 2020)

**Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act,
30 ILCS 575/2**

(30 ILCS 575/2)

(Section scheduled to be repealed on June 30, 2016)

Sec. 2. Definitions.

(A) For the purpose of this Act, the following terms shall have the following definitions:

(1) **"Minority person"** shall mean a person who is a citizen or lawful permanent resident of the United States and who is any of the following:

(a) **American Indian or Alaska Native** (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment).

(b) **Asian** (a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam).

(c) **Black or African American** (a person having origins in any of the black racial groups of Africa). Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American".

(d) **Hispanic or Latino** (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race).

(e) **Native Hawaiian or Other Pacific Islander** (a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands).



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Duke's Root Control, Inc.
1020 Hiawatha Blvd. West
Syracuse, NY 13204

OWNER:

(Name, legal status and address)
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

BOND AMOUNT: Ten Percent of Bid Amount (10%)

SURETY:

(Name, legal status and principal place of business)
Aegis Security Insurance Company
P.O. Box 3153
Harrisburg, PA 17105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

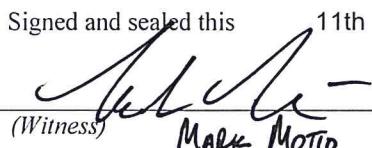
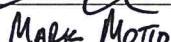
City Project 2020-31 Multi-Year Sanitary Sewer Herbicide Root Control Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

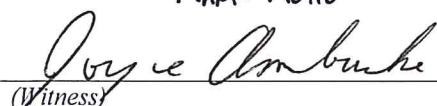
Signed and sealed this 11th day of November, 2020

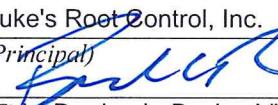

(Witness) 
Mark Motto

Duke's Root Control, Inc.

(Principal)

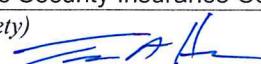
(Seal)


(Witness)


(Title) Braden L. Boyko, Vice President
Aegis Security Insurance Company

(Surety)

(Seal)


(Title) Trevor A. Hash, Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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**THIS POWER NULL AND VOID IF NUMBER IS NOT IN RED
POWER CERTIFICATE NO. NY 243**

**AEGIS SECURITY INSURANCE COMPANY
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: **CORINNE E. YOUSEY, GILLIAN F. WRIGHT, DAWN M. GAIDO, TREVOR A. HASH, JAMES D. FREYER**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: **\$5 MILLION**

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4th day of February, 1993.

"Resolved, That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-in-Fact or under other appropriate titles with authority to execute on behalf of the Company, fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such an appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or facsimile thereof may be imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

"Resolved, That the signature of each of the following officers; President, Vice President, any Assistant Vice President, any Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any Certificate relating thereto, appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 3rd day of June, 2020.

AEGIS SECURITY INSURANCE COMPANY

By:



W. J. WOLLYUNG, III
President



Commonwealth of Pennsylvania }
 } s.s.: Harrisburg
County of Dauphin }

On this 3rd day of June, 2020, before me personally came William J. Wollyung, III to me known, who being by me duly sworn, did depose and say that he is President of AEGIS SECURITY INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



JEANNE LP TENNIS
Notary Public
My Commission Expires June 16, 2021



I, the undersigned, Secretary of AEGIS SECURITY INSURANCE COMPANY, a Pennsylvania corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked: and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this 11th day of November, 2020



REBECCA J. LIDDICK
Secretary



PRINCIPAL'S ACKNOWLEDGMENT
INDIVIDUAL VERIFICATION

State of _____
County of _____

On this _____ day of _____, in the year 20____, before me personally came _____ to me known, and known to me to be the person (s) who is (are) described in and who executed the forgoing instrument, and acknowledges to me that he (they) executed the same.

(Notary Public)

LIMITED LIABILITY COMPANY VERIFICATION

State of _____
County of _____

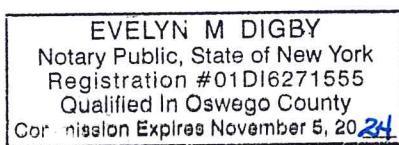
On this _____ day of _____, in the year 20____, before me personally appeared _____, to me known and known to me to be the person who executed the forgoing instrument, and who being by me duly sworn, deposes and says that (s)he is the _____ of _____. A Limited Liability Company, and that (s) he executed the forgoing instrument as the act and deed of the said Limited Liability Company.

(Notary Public)

CORPORATE VERIFICATION

State of New York
County of Onondaga

On this 15th day of November in the year 2020, before me personally came Braden L. Boyko, to me known, who, being by me duly sworn, deposes and says that (s) he resides in the City of Fayetteville, New York that (s) he is the Vice President of the Duke's Root Control, Inc. the corporation described in and which executed the forgoing instrument, that (s) he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that (s) he signed his/her name thereto by like order.

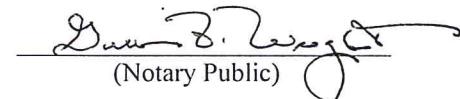



(Notary Public)

SURETY ACKNOWLEDGMENT

State of New York
County of Onondaga

On this 11th day of November in the year 2020, before me personally came Trevor A. Hash, to me known, who, being by me duly sworn, did depose and say that (s)he resides in the City of Syracuse, New York; that (s) he is the Attorney-In-Fact of Aegis Security Insurance Company, the corporation described in and which executed the attached instrument; that (s) he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that (s)he signed his/her name thereto by like order.


(Notary Public)

Gillian F. Wright
Notary Public, State Of New York
Qualified in Onondaga County
No: 01WR5049234
My Commission Expires September 11, 2021

Aegis Security Insurance Company

Statements of Admitted Assets, Liabilities and Capital and Surplus - Statutory Basis

	As of December 31,	
	2019	2018
Admitted Assets		
Bonds	\$ 110,817,083	\$ 87,336,929
Preferred stocks	462,673	423,205
Common stocks - unaffiliated	20,107,699	13,764,139
Cash and short-term investments	<u>21,104,155</u>	<u>32,694,624</u>
 Total cash and invested assets	 152,491,610	 134,218,897
 Accrued investment income	 916,057	 687,619
Premium receivable and agent balances due	41,490,596	29,481,656
Reinsurance recoverable on paid losses	8,844,359	5,929,670
Federal income tax receivable	-	1,783,345
Net admitted deferred tax asset	3,338,942	3,461,239
Other assets	98,244	-
 Total assets	 <u>\$ 207,179,808</u>	 <u>\$ 175,562,426</u>
 Liabilities, Capital and Surplus		
Liabilities:		
Losses and LAE	\$ 45,122,134	\$ 32,258,347
Reinsurance payable on paid loss and LAE	303,146	85,053
Unearned premiums	57,480,958	63,849,110
Commissions payable	6,562,490	22,276
Accounts payable and accrued expenses	2,830,169	539,448
Taxes, licenses and fees payable	2,038,141	1,551,966
Ceded reinsurance premiums payable	22,387,817	12,189,420
Funds held by company under reinsurance treaties	2,390,000	-
Amounts withheld for account of others	2,514,341	2,388,287
Payable for securities	9,929	10,098
Total liabilities	<u>141,639,125</u>	<u>112,894,005</u>
 Capital and surplus:		
Common stock, par value \$1.40 per share; 5,000,000 authorized; 3,000,000 issued and outstanding	4,200,000	4,200,000
Paid-in surplus	20,266,827	20,266,827
Unassigned funds	41,073,856	38,201,594
Total capital and surplus	<u>65,540,683</u>	<u>62,668,421</u>
 Total liabilities, capital and surplus	 <u>\$ 207,179,808</u>	 <u>\$ 175,562,426</u>

CONTRACT

THIS CONTRACT, made and entered into this 7th day of December ,2020, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Duke's Root Control, Inc., hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with "**Multi-Year Sanitary Sewer Herbicide Root Control Project, City Project 2020-31**", all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. Work shall be complete by, October 1, 2023.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	General Conditions
Information for Bidders	Special Conditions
Bid Proposal	Standard Specifications
Non-Collusion Affidavit	Project Drawings
Contract (This Instrument)	Special Provisions
Contract Change Orders	Supplemental Specifications
Performance Bond	Appendix(s)
Addenda No. 1 dated 11/12/2020	

CONTRACT

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Addenda
3. Contract
4. Special Provisions & Drawings
5. Special Conditions
6. Supplemental Specifications
7. General Conditions

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

DUKE'S ROOT CONTROL, INC.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project

Multi-Year Sanitary Sewer Herbicide Root Control Project

Project Number 2020-31

We, Duke's Root Control Inc.

a/an) Individual Co-partnership Corporation organized under the laws of the _____,

as PRINCIPAL, and _____

as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of
Seven Hundred One Thousand, Six Hundred Thirty Five and 69/100-----

----- Dollars (\$701,635.69), lawful money of the
United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs,
executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the CITY harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. 2020

PRINCIPAL

(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ Notary Public (SEAL)

SURETY

By: _____
(Name of Surety) (Signature of Attorney-in-Fact)

STATE OF ILLINOIS.

(SEAL)

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ Notary Public (SEAL)

CITY OF DECATUR

Approved this 7th day of December, A.D. 2020

Attest:

Kim Althoff, City Clerk

City

Clerk

City Council

City of Decatur, Illinois

Julie Moore Wolfe, Mayor

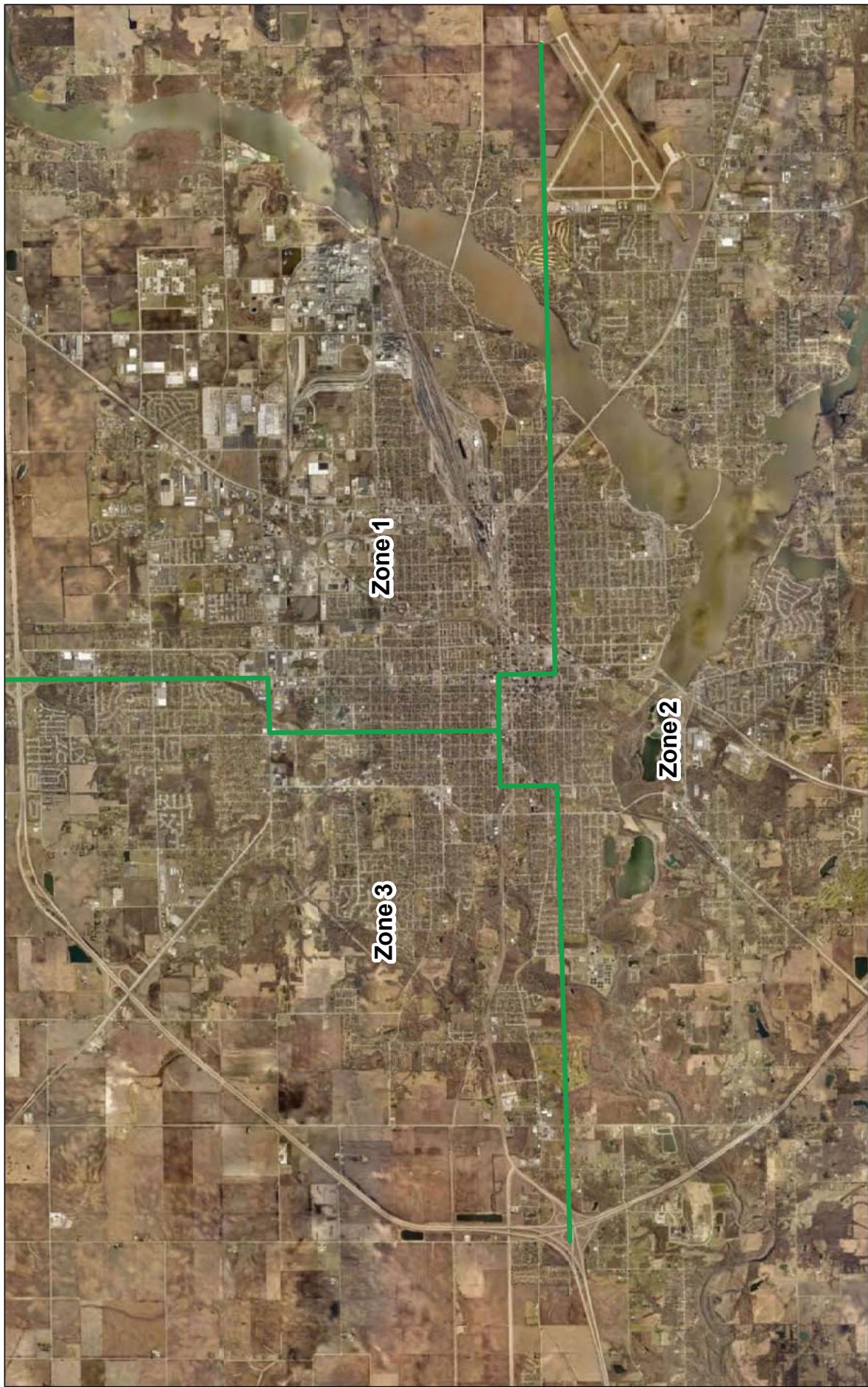
Project Name: Multi-Year Sanitary Sewer Herbicide Root Control Project Project Number: 2020-31 Bid Date: 11/18/2020 Time: 11:30 a.m. Fund: Sanitary Sewer Organization Code: 79487906 Object Code: 489030				Engineer's Estimate		Duke's Root Control, Inc	
				City Engineering Division		1020 Hiawatha Blvd W Syracuse, NY 13204	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	FOAMING ROOT CONTROL TREATMENT 6 INCH	4,102	FOOT	\$1.70	\$6,973.40	\$1.69	\$6,932.38
2	FOAMING ROOT CONTROL TREATMENT 8 INCH	232,122	FOOT	\$1.70	\$394,607.40	\$1.69	\$392,286.18
3	FOAMING ROOT CONTROL TREATMENT 10 INCH	50,698	FOOT	\$1.90	\$96,326.20	\$1.86	\$94,298.28
4	FOAMING ROOT CONTROL TREATMENT 12 INCH	33,243	FOOT	\$2.05	\$68,148.15	\$2.02	\$67,150.86
5	FOAMING ROOT CONTROL TREATMENT 15 & 16 INCH	5,444	FOOT	\$2.85	\$15,515.40	\$2.83	\$15,406.52
6	FOAMING ROOT CONTROL TREATMENT 18 INCH	6,757	FOOT	\$4.10	\$27,703.70	\$4.07	\$27,500.99
7	FOAMING ROOT CONTROL TREATMENT 20, 21 & 22 INCH	3,782	FOOT	\$5.75	\$21,746.50	\$5.04	\$19,061.28
8	FOAMING ROOT CONTROL TREATMENT 24 INCH	2,784	FOOT	\$6.45	\$17,956.80	\$6.45	\$17,956.80
9	FOAMING ROOT CONTROL TREATMENT 27 & 30 INCH	892	FOOT	\$8.00	\$7,136.00	\$6.45	\$5,753.40
10	FOAMING ROOT CONTROL TREATMENT 33 INCH	820	FOOT	\$10.00	\$8,200.00	\$6.45	\$5,289.00
11	MOBILIZATION YEAR 1	1	LS	\$5,000.00	\$5,000.00	\$0.00	\$0.00
12	MOBILIZATION YEAR 2	1	LS	\$10,000.00	\$10,000.00	\$0.00	\$0.00
13	MOBILIZATION YEAR 3	1	LS	\$15,000.00	\$15,000.00	\$0.00	\$0.00
14	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL BIDS (AS CORRECTED) Percent Over Under ENGINEER'S ESTIMATE				\$744,313.55		\$701,635.69 -5.73%	



Paul E. Caswell, P.E., City Engineer

11/18/2020
Date

2020 Annual Sanitary Sewer Herbicide Root Control Project
Application Zones



N

DATE: 11/18/2020

MEMO: 2020-157

TO: **Honorable Mayor Julie Moore Wolfe and City Council**

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Culy Contracting, LLC for 2020 Annual Manhole Rehabilitation Project, City Project 2020-14.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution approving a contract in the amount of \$141,750.00 for the 2020 Manhole Rehabilitation Project, City Project 2020-14, with Culy Contracting, LLC as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

BACKGROUND:

Sanitary Sewer Priorities

Under the direction of the City Council, the Public Works Department has established four priorities to improve the City's sanitary sewer collection system as defined in the Sanitary Sewer Master Plan.

- 1. Critical Large Diameter Sewer Rehabilitation.**
- 2. Sanitary Sewer Overflows Due to Inflow and Infiltration.**
- 3. System Operation and Maintenance**
- 4. Small Diameter Sewer Rehabilitation**

The 2020 Manhole Rehabilitation Project primarily addresses priority number 4 by repairing deteriorated sanitary manholes. Secondly, the lining work also addresses priorities 2 and 3 by decreasing the amount of ground water infiltration into the system and reducing the operation and maintenance costs in the system.

2020 Manhole Rehabilitation Project

The City has over 7,400 manholes within its sanitary sewer collection system. The manholes provide access for maintenance. The two predominant materials used for construction are brick and precast concrete.

The 2020 Manhole Rehabilitation Project is to repair structural deficiencies that have been identified with a minimum disruption to service, disturbance to the surface, and budget impact. Structural deficiencies within manholes include missing grout and bricks, broken or missing concrete, voids/holes with soil visible and inflow & infiltration.

The manhole rehabilitation process involves the application of a sprayable grout called “gunite” specially formulated for the reconstruction of manholes. The liner is installed at a designed strength and thickness for the diameter and surface loading at the manhole to provide full structural rehabilitation. Prior to the application of the gunite the manhole is power washed, and all voids and active infiltration is plugged. The gunite process takes a fraction of the time, disturbance, and cost of replacing the manhole.

The 2020 Manhole Rehabilitation Project will line approximately 472 vertical linear feet at 33 various locations focusing on brick manholes at depths greater than 12 foot. The cost and criticality to protect from failure raise as manhole depth increases. The work also includes cleaning, liner testing, and traffic control.

Project Bid Review

The project plans and specifications were prepared by Engineering Division staff. The project was advertised October 28, 2020 and bids were opened on Wednesday, November 18, 2020.

The results for the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (-Under)</u>
Culy Contracting, LLC	\$141,750.00	(-27.97%)
National Power Rodding	\$261,250.00	32.76%
E.L. Pruitt Company	\$440,419.30	123.80%
Engineer's Estimate	\$196,790.00	-----

Nine contractors took out bid packets for the 2020 Manhole Rehabilitation Project and three contractors turned in proposals for the project. Culy Contracting, LLC provided the lowest, qualified bid at 27.97% below the engineer's estimate. Culy Contracting, LLC focuses on water and sewer construction and specialized in manhole rehabilitation based out of Winchester, Indiana. Culy Contracting has successfully completed manhole rehabilitation services for City projects in the past.

The 2020 Manhole Rehabilitation project will adhere to the prevailing wage requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Culy Contracting, LLC, to perform the 2020 Manhole Rehabilitation Project.

Contractors for City Projects shall comply with City Code Chapter 28, Article 10, “Minority Participation Goals for Public Works Contracts.”

Contractors for City projects shall make a good faith effort to comply with the following

minimum goals:

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be purchase of goods, material and equipment to Minority Business Enterprises.
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Subcontracting is not required for a City projects. Culy Contracting, LLC will be performing all of the work for this project and will not be using any subcontractors but will adhere to the requirement that 18% of total hours worked be performed by minority workers.

PRIOR COUNCIL ACTION:

The City Council approved the FY 2020 Budget which allocated funds for this project. This is a yearly major maintenance project for the City.

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

INPUT FROM OTHER SOURCES:

None.

LEGAL REVIEW: Legal approved project plans and specifications on October 27, 2020.

STAFF REFERENCE: Matthew Newell, Public Works Director, and Paul Caswell, City Engineer. Matthew 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: Funding for this project is allocated in the Sewer Fund. The recommended low bid amount is \$141,750.00. The Sewer Fund is supported by sanitary sewer user fees.

Staff Impact: Staff time has been allocated to provide oversight for this project.

ATTACHMENTS:

Description	Type
Resolution Authorizing Bid with Culy 2020-14 with Exhibit A	Backup Material
Bid Tabulation	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH CULY CONTRACTING, LLC FOR 2020 ANNUAL
MANHOLE REHABILITATION PROJECT
CITY PROJECT 2020-14**

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

Section 1. That the tabulation of bids received for City Project 2020-14, 2020 Annual Manhole Rehabilitation Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Culy Contracting LLC, in the amount of \$141,750.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Culy Contracting attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$141,750.00.

PRESENTED and ADOPTED this 7th day of December 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

Exhibit A

PROJECT MANUAL

2020 ANNUAL MANHOLE REHABILITATION PROJECT

CITY PROJECT 2020-14

OCTOBER 2020

a project of the



**CITY OF DECATUR ILLINOIS
PUBLIC WORKS DEPARTMENT**

**1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523**

FOR BIDDING

CITY OF DECATUR
2020 MANHOLE REHABILITATION PROJECT

Julie Moore Wolfe, Mayor

Rodney Walker

Pat McDaniel

Bill Faber

Lisa Gregory

David Horn

Chuck Kuhle

Scot Wrighton	City Manager
Wendy Morthland	Corporation Counsel
Kim Althoff.....	City Clerk
Gregg Zientara	City Treasurer
Matthew Newell.....	Public Works Director

CITY OF DECATUR
2020 MANHOLE REHABILITATION PROJECT
CITY PROJECT 2020-14

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **11:30 A.M., Wednesday, November 18, 2020**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2020 MANHOLE REHABILITATION PROJECT

CITY PROJECT 2020-14

The proposed project herein specified and described includes the following work:

The proposed improvement, 2020 Manhole Rehabilitation Project, designated as City Project 2020-14, consists of rehabilitation of existing brick and concrete manholes at various locations throughout the City. The work includes mobilization, manhole cleaning, repair of substrate and active infiltration, application of cementitious material, frame and casting replacement, cleanup, and traffic control.

INSTRUCTIONS TO BIDDERS:

1. A **MANDATORY PRE-BID** will be held by **CONFERENCE CALL ONLY** on **Wednesday, November 4, 2020, at 10:00 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project.** To join the Conference call, please call **1-888-450-5996**. When prompted please enter the passcode **133891**.
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

www.decaturblue.com
Plans & Portals
Public Projects
DFS Public Plan Room

City of Decatur
Engineering Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523

ADVERTISEMENT FOR BIDS

5. The City of Decatur hereinafter referred to as "City" or "Owner", will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at www.decaturil.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print's web site at www.decaturblue.com /Plans & Portals /Public Projects/DFS Public Plan Room/City of Decatur Bid Tabs, after the award of a contract has been approved by the City of Decatur's City Council.
6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.
7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the period during which the work is performed, as determined by the Illinois Department of Labor.
8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.
9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:
 - (1) Ten percent (10%) of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 - (2) Eighteen percent (18%) of the total hours worked should be performed by minority workers.

All Contractors shall provide evidence of meeting the City's minority participation goals prior to the award of this project and prior to all payments made for work completed or provide the City of Decatur documentation on their good faith efforts to comply with the participation goals. Required information and documentation is included in the Project Manual and to be submitted with the bid proposal.

REJECTION OF BIDS:

The Council of the City of Decatur, Illinois, reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instructions for bidders. At the discretion of the Council, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the price bid.

October 28th 2020
Date Advertised

Matthew C. Newell, P.E.
Director of Public Works

INFORMATION FOR BIDDERS

For Construction of: **2020 Manhole Rehabilitation Project**

City Project No.: **2020-14**

Owner: **City of Decatur, Illinois**

The Owner invites bids on the forms included as part of this Document to be submitted at such time and place as is stated in the Advertisement for Bids. All blanks in the Bid Proposal must be appropriately filled in with typewriter or ink. **It is the sole responsibility of the Bidder to see that the bid is received in proper time to be date, time stamped, and initialed by the Purchasing Agent or designee.**

The Owner may consider non-conforming any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No Bidder may withdraw a bid within 45 days after the actual day of the opening thereof.

Each bid must be submitted in a sealed envelope clearly bearing, on the outside, the following information:

1. The name of the Bidder,
2. The Bidder's address,
3. The name of the project along with the project number for which the bid is submitted,

The bid documents will be submitted to the **Purchasing Division, City of Decatur, # 1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.**

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.
2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.
3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

INFORMATION FOR BIDDERS

4. Eligible bids received by the Purchasing Division will be delivered the City Engineer, or designee, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened.
All bids received from bidders not on the pre-bid attendance list will be returned unopened.
5. All bidders who desire to be present at the bid opening may wait in the Civic Center first floor meeting room.

At the time of the opening of bids, each Bidder will have completed a thorough site inspection and will have read and be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their bid. The Bidder is to confirm the completeness of the Bid Documents. If the Bidder determines their Bid Documents are incomplete or irregular it is the Bidders responsibility to bring this fact to the attention of the City Engineer.

The submitted bid must be signed in the name of the Bidder and must bear the signature in long hand of the person or persons duly authorized to sign the bid. Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid which are not specifically called for in the Contract Documents may be subject to Owner's rejection of the bid as not being responsive to the advertisement. No oral telephone modification of any bid submitted will be considered and a telegraphic modification may be considered only if the post mark evidences that a copy of the modification by telegram, signed by the Bidder, was placed in the mail prior to the opening of the bid.

The submitted bid must not contain erasures, corrections or changes from the printed forms as completed in typewriter or ink, unless such erasures, corrections or changes are authenticated by affixing in the margin immediately opposite the erasure, correction or change, the initials of the person who signed the bid or the initials of such other person as may be authorized by the Bidder to make erasures, corrections or changes in the bid, and said authorization must be evidenced by written confirmations, executed by the person authorized to sign the initial bid, attached to the bid at the time of submittal.

Each bid must be submitted on the Bid Proposal provided and must be signed by the Bidder or their duly authorized agent. All blank spaces for bid prices must be filled in, in ink or typewritten, IN BOTH WORDS AND NUMBERS where called for in the Bid Proposal. If there is a discrepancy between the price in words and the price in numbers, the price in words will govern. If there is a discrepancy between the extended bid prices, the unit cost shall be the governing number and the total price or prices will be adjusted as necessary.

The Owner reserves the right to pre-qualify all bids, post-qualify all bids, to reject all bids, not to make an award and/or accept the Proposal deemed most advantageous and to the best interest of the Owner. The Bidder must comply with all information and instructions for Bidders. The award of the Contract, if made by the Owner, will be made to the qualified Bidder submitting the lowest and best bid, but the Owner shall determine at their own discretion whether a Bidder is qualified to perform the Contract, whether by pre-qualifications, post-qualification or other methods, and what bid is the lowest and whether it is to the interest of the Owner to accept the bid. If awarded, a written Notice of Award will be sent to the successful Bidder(s).

INFORMATION FOR BIDDERS

The Owner will make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Each bid must be accompanied with a proposal guaranty either as a properly certified check made payable to "Treasurer, City of Decatur," Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City, executed by a surety company satisfactory to the City, in an amount not less than ten (10) percent of the bid. Such proposal guarantees, of the three lowest bidders, may be retained by the City for a period of 45 days after the date of the bid opening. Checks or bid bonds from other than the three lowest bidders will be returned by the City within seven (7) days after the date of the bid opening.

Simultaneously with the delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, and other items required by the Conditions and Specifications governing the work. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

The successful Bidder, upon Bidder's failure or refusal to execute and deliver the Contract and bonds required within (10) consecutive calendar days from and including the date the Bidder has received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidation of damages done for such failure or refusal, the security deposited with their bid. Notice of the Owner's intent shall either be hand delivered by the Owner to the Bidder's address, as given on the Contract Documents, or mailed to such address, first class, United States mail, return receipt requested. Delivery or mailing of said notice to said address shall constitute the notice herein required without the requirement of an acknowledgment of receipt from the Bidder.

Each Bidder must inform himself fully of the conditions and specifications relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

The quantities appearing in the bid proposal are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The proposed quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

INFORMATION FOR BIDDERS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Matthew C. Newell, P.E., City Engineer, at # 1 Gary K. Anderson Plaza, Decatur, Illinois 62523, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, notification will be e-mailed to all prospective Bidders (at the respective e-mail addresses furnished for such purposes), not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project. Addenda may also be viewed on Decatur Blue Print's website at www.DecaturBlue.com.

The City of Decatur maintains City project information on the City's web site at [www.decaturil.gov/Departments/Public Works /Contractor Project Bid Information](http://www.decaturil.gov/Departments/Public%20Works%20/Contractor%20Project%20Bid%20Information). It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site and at www.DecaturBlue.com for the status of the particular project they are interested in bidding prior to turning in bids.

The successful Bidder, upon award of a Contract, shall commence work on the date specified in the "Notice to Proceed" and shall substantially complete all work in accordance with the time allocated in the contract. Should the Contractor fail to substantially complete all work in the allotted time period, liquidated damages shall be assessed as outlined in the General Conditions.

Attention of the bidders is directed to the arrangement and contents of the contract documents and Specifications with reference to the project. One extra bid form is included, detached from the remainder of the contract documents. Such detached bid may be completed and submitted as the Contractor's bid.

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

I. Description of the Minority Participation Goals Program:

- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
 - 1. **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or **10%** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 - 2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of \$50,000.

II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.

III. Waiver:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - 1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - 2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. Bidders seeking a waiver of MBE goals must submit with the bid documents a Minority Business Enterprise (MBE) Participation Waiver Request.

IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

**CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS**

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

- A. Ensuring non-discrimination in the award and administration of City public works contracts;
- B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;
- C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;
- F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
- C. **PUBLIC WORKS CONTRACTS.** All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - v. Negotiating in good faith with MBEs and firms that employ minority workers;
 - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

- ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
- x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
- xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, his designee, or third party contractor, shall:
 - i. Administer and enforce the provisions of this Article;
 - ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
 - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
 - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
 - i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;
 - iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

(Amended, Ordinance No. 2020-124, August 3, 2020)

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
 - i. The project is essential for city operations;
 - ii. Emergency circumstances require a waiver;
 - iii. Evidence of a good faith effort by the contractor;
 - iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

(Amended, Ordinance No. 2020-124, August 3, 2020)

**END OF
INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

BID PROPOSAL

RETURN WITH BID

For Construction of: **2020 Manhole Rehabilitation Project**

City Project No.: **2020-14**

Owner: **City of Decatur, Illinois**

Prospective Bidder:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized themselves with any local conditions effecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all applicable taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents, for an amount computed upon the basis of the quantity of work actually performed at the bid prices noted below.

It is understood that any listed quantities of work to be performed at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Proposal, except as provided for in the General Conditions.

It is further agreed that any lump sum prices may be increased to cover additional work ordered by the Owner, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered. Where supplemental unit prices are available, they shall be used to adjust lump sum prices.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

BID PROPOSAL
RETURN WITH BID

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals and waive informalities or irregularities in Proposals. The Owner also reserves the right to delay the award of a contract for a period not to exceed 45 days from the date of the opening.

The undersigned further agrees, if awarded the Contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by them and understands that they are the Bidder's sole responsibility, and the Owner will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal.

The undersigned certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Instruction to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other Bidder.

Attached, as a proposal guaranty, is a properly certified check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City of Decatur, executed by a surety company satisfactory to the City in an amount not less than ten (10) percent of the bid.

It is expressly understood that the proposal guaranty is given as a guarantee that the bidder will execute the contract and furnish acceptable bonds and required insurance, if awarded the work and the amount thereof represents the agreed damages that the Owner will sustain if the bidder fails or refuses within ten (10) days from and including the date of the Notice of Award of the Contract, to execute and deliver said Contract and deliver the required bonds and insurance shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as penalty, but in liquidation of damages done. Award may be then made to the next lowest qualified bidder, or the work re-advertised and constructed under contract, or otherwise, as the City may decide.

The Bidder grants the Owner the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of 45 days after the date of opening of said Proposals.

BID PROPOSAL
RETURN WITH BID

The undersigned Bidder further grants the Owner the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the Owner's needs.

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
<u>Addendum #1</u>	<u>November, 12, 2020</u>	<u>JH</u>

The undersigned Bidder expressly agrees to the following provisions:

- A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.
- B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).
- C. That any Subcontractor(s) shall be subject to Owner approval.

List below any Subcontractor(s) whose subcontract(s) exceed \$ 5,000.

	SUBCONTRACTOR	TYPE OF WORK
1.	<u>N/A - None Exist</u>	<u>N/A - None Exist</u>
2.	_____	_____
3.	_____	_____
4.	_____	_____

DATE November 18, 2020(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

Business Address &
Email Address(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
Email AddressNames of All
Members of Firm(If a Corporation)
Corporate NameCuly Contracting LLC

(SEAL)

By:

Business Address &
Email Address5 Industrial Park DriveWinchester, IN 47394

Names of Officers

Doreen M. Culy

President

Mark Schildmeier

Secretary

Mark Schildmeier

Treasurer

Attest:

Mark Schildmeier
Secretary

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2020 MANHOLE REHABILITATION PROJECT
CITY PROJECT 2020-14

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	CEMENTITIOUS LINER, 1.5" THICK	V.L.F.	448	<u>\$150.00</u>	<u>\$67,200.00</u>
2	CEMENTITIOUS LINER 2.0" THICK	V.L.F.	24	<u>\$160.00</u>	<u>\$3,840.00</u>
3	SAMPLE MATERIAL TESTING	EACH	10	<u>\$70.00</u>	<u>\$700.00</u>
4	VACUUM TEST	EACH	33	<u>\$350.00</u>	<u>\$11,550.00</u>
5	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT	EACH	12	<u>\$2,380.00</u>	<u>\$28,560.00</u>
6	MANHOLE CHIMNEY SEAL	EACH	33	<u>\$300.00</u>	<u>\$9,900.00</u>
7	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	L.S.	1	<u>\$20,000.00</u>	<u>\$20,000.00</u>
TOTAL BID					<u>\$141,750.00</u>



City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

**RETURN WITH
BID**

Minority Business Enterprise (MBE) Utilization Statement

Date:	November 18, 2020	Project Title:	2020 Annual Manhole Rehabilitation Project	
Total Contract Value:	\$141,750.00		Project Number:	2020-14

Section I: Prime Contractor Information

Prime Contractor: Culy Contracting LLC
Address: 5 Industrial Park Drive, Winchester, IN 47394
Phone: 765-584-8509
Contact Person: Jacob Hart
Email: Jacob.hart@culycontracting.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
N/A - None Exist				
Totals				

- If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Totals			

- If more firms were contacted, please copy this form and attach the additional information.

Section IV: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial
<ul style="list-style-type: none">• If more firms submitted quotes, please copy this form and attach the additional information.		

Section V: MBEs that were contacted for this project

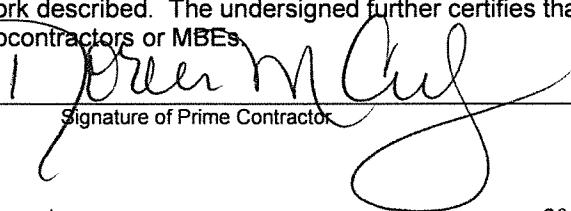
Subcontractor Name	Method of Contact	Contact Outcome
<ul style="list-style-type: none">• If more firms were contacted, please copy this form and attach the additional information.		

Section V:

The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the MBE's listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors or MBEs.



Signature of Prime Contractor

November 18, 2020

Date



City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

**RETURN WITH BID WHEN
REQUIRED**

**Minority Business Enterprise (MBE)
Participation Waiver Request**

Date:	November 18, 2020	Project Title:	2020 Annual Manhole Rehabilitation Project
		Project Number:	2020-14

Prime Contractor: Culy Contracting LLC
Address: 5 Industrial Park Drive, Winchester, IN 47394
Phone: 765-584-8509
Contact Person: Jacob Hart
Email: Jacob.hart@culycontracting.com

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

<input type="checkbox"/>	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
<input checked="" type="checkbox"/>	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
<input type="checkbox"/>	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
<input type="checkbox"/>	Other – (State reason and attach explanation)
<input type="checkbox"/>	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

Signature of Prime Contractor

November 18, 2020

Date

FOR OFFICIAL USE ONLY

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
-----------------------------------	--------------------------------------

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

<input type="checkbox"/>	The project is essential for City operations.
<input type="checkbox"/>	Emergency circumstances require a waiver.
<input type="checkbox"/>	Evidence of a good faith effort by the contractor.
<input checked="" type="checkbox"/>	The contractor will self-perform all work and will not subcontract any portion of the project.
<input type="checkbox"/>	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

Public Works Director

November 18, 2020

Date



City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Minority Business Enterprise (MBE) Information

Name: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract

This form must be completed and submitted with the bid proposal for each MBE. All MBEs intended for use on this project shall have an MBE Information Form signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a **Notification of Change in Participation Form** and **MBE Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
Title	Date

Minority Business Enterprise Signature	Print
Title	Date



City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Final Minority Business Enterprise (MBE) Participation Documentation

Date:	November 18, 2020	Project Title:	2020 Annual Manhole Rehabilitation Project	
Total Contract Value:	\$141,750.00		Project Number:	2020-14

Section I: Prime Contractor Information

Prime Contractor: Culy Contracting LLC
Address: 5 Industrial Park Drive, Winchester, IN 47394
Phone: 765-584-8509
Contact Person: Jacob Hart
Email: Jacob.hart@culycontracting.com

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				
If more subcontractors are utilized, please copy this form and attach the additional information.				

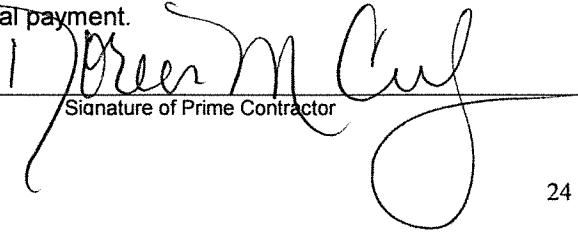
Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				
If more MBE's are utilized, please copy this form and attach the additional information.				

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

<input type="checkbox"/>	MBE Goal of 10% <u>has been</u> reached
<input type="checkbox"/>	MBE Goal of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the MBE Utilization Statement submitted at Bid
<input type="checkbox"/>	MBE Goal of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the MBE Utilization Statement submitted at Bid (attach explanation)
<input type="checkbox"/>	MBE Goal of 20% <u>has been</u> reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of \$50,000
<input checked="" type="checkbox"/>	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.


Signature of Prime Contractor

November 18, 2020

Date



Explanation of Minority Business Enterprise Waiver Request

Project: 2020 Manhole Rehabilitation Project

Project Number: 2020-14

Owner: City of Decatur, Illinois

Culy Contracting LLC. is based out of Winchester, IN that will make every effort to utilize other WBEs, MBEs, and EBEs if possible; however, for the above reference project, there are no subcontracting opportunities that exist.

Culy Contracting, Inc. will be able to adhere to the 2nd goal stating: "*Minority workers should perform 18% of the total hours worked.*"

We sincerely ask that you waive the first goal of the Minority Participation Program stating: "*If subcontracting opportunities are available, 10% of the total dollar amount of the contract should be performed by Minority Business Enterprises.*"

Due to the nature of this job, Culy Contracting, Inc. will perform 100% of the contract.

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Indiana)
) ss
COUNTY OF Randolph)

Doreen M. Culy, being first duly sworn, deposes and says that they are President (sole owner, partner, president, secretary, etc.) of Culy Contracting LLC, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed:

Doreen M. Culy

Title

Subscribed and sworn to before me this 18 day of November, 2020.

(SEAL)



STEPHEN HINKLE, Notary Public
Randolph County, State of Indiana
My Commission Expires December 9, 2022

Stephen Hinkle
Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

2020 Annual Manhole Rehabilitation Project
City Project 2020-14
November 12, 2020

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2020 ANNUAL MANHOLE REHABILITATION PROJECT
CITY PROJECT 2020-14
DATED OCTOBER 2020**

AD-1-1 NOTICE

1.01 This Addendum No. 1 dated November 12, 2020, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 BID PROPOSAL

2.01 Insert the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on November 4, 2020.

AD-1-3 City of Decatur Technical Specifications – Section 1 Cementitious Lining of Manholes

3.01 The following shall be removed and added from Section 2.00 Products.

2.05 Cement Lining Material
3. Approved Products and Manufactures
f. MS-10,000 with ConShield, Manufactured by AP/M Permaform.

2.06 Manhole Chimney Seal
3. Approved Products and Manufactures
e. Flex-Seal Utility Sealant, manufactured by Sealing Systems, Inc.

Please make the proper acknowledgment of addenda #1 on page 15 of your bidding documents.

END OF ADDENDUM NO. 1

City Engineer:


Date: November 12, 2020

Pre-bid Meeting Minutes
for
**2020 Annual Manhole Rehabilitation Project
City Project 2020-14**

Conference Call
1-888-450-5996
Passcode: 133891
10:00 a.m. Wednesday, November 4, 2020

- I. Introductions
See Attached Attendance Sheet
- II. Project Review
Paul Caswell Discussed the project
 - A. Project focus is Manholes 12' or greater
 - B. Casting Replacement
- III. Minority Participation Goals Review of City Code Chapter 28, Article 10 (Handout and Discussion).
 - A. Policy
The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs.

The City requires that general contractors show good faith efforts to meet the City's goals of 10% of the project amount be used to hire MBE subcontractors when subcontracting opportunities exist and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprise, and 18% total hours are to be worked by minority employees. Note that there are two goals that need to be addressed
 - B. Definitions
The Prospective bidders are directed to the attached handout that provides an excerpt of the State's definition of a minority
 - C. Project Goals and Good Faith Efforts
 - 1. Subcontracting/Supplier Goal: 10% of total dollar amount should be performed by MBE if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 - a. Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.

The Contractor shall put forward good faith efforts to "actively and aggressively" seek the participation of MBE or minority workers. It is

expected that a demonstration of “active” and “aggressive” will include actual direct contact with or working with a minority subcontractor in a manner that leads them to provide actual quotes for the work to be subcontracted. This is benefited by the development of an ongoing relationship with minority subcontractors.

- b. What is the City’s expectation of what will be required to demonstrate a Good Faith Effort?

The City regards a good faith effort, at a minimum, to include direct contacts with 2-3 MBE subcontractors for each subcontracting opportunity until the goal is met. The contacts must be with subcontractors that provide the type of work that is being subcontracted. Mass e-mail contacts alone are not considered a good faith effort. Documented follow up requests are required if no response is received. The bidder is to provide all work, all contacts, the method of contact (email, phone, personal, etc.), and the results of each contact. Email requests with no reply or other evidence of direct contact are not considered to be acceptable direct contacts.

City staff can have no contact with bidders regarding their bid submittal after bids have been opened, so their only opportunity to demonstrate a good faith effort, is to provide all supportive evidence with the bid document. For the benefit of the review that must be conducted by City staff, it is helpful for the bidders to group their direct contacts according to the subcontracting opportunity.

- c. If a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

2. Minority Workers Goal: 18% total hours worked should be performed by minority workers.
 - a. The City tracks this goal through ePrismSoft and prevailing wage reports when required.

IV. Other Items

Bidders should check Decatur Blueprint’s website before submitting a bid to make sure there are no addenda’s missing. Only contractors on Decatur Blueprint’s plan holder list will get updates on addenda. You have to purchase the plans to get on their list. Simply downloading a set of plans from the website does not put you on the bidders list.

The Bid submittal time and place will remain the same at the City's Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. The City Building (Civic Center) is under lockdown due to COVID 19, it is recommended the Bidder provide additional time to allow for delays when submitting the Bid. No bids will be accepted after the required submittal time. Bids will still be publicly read in the front room of the Civic Center – Rm 100

Questions

Does the City have a prepared list of MBE's?

Answer- No the City does not.

Pre-Bid Sign-In Sheet

2020 Annual Manhole Rehabilitation Project

2020-14

Wednesday, November 4, 2020 at 10:00 a.m., Conference Call

CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

The “minority person” definition contained in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2 is contained at the back of this handout.

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

- A. Ensuring non-discrimination in the award and administration of City public works contracts;
- B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;
- C. Helping to remove barriers to the participation of MBE and minority workers in the City’s municipal procurement and public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;
- F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

- A. MINORITY: For purposes of this Article, the City hereby adopts and incorporates by reference “minority person” as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. MINORITY BUSINESS ENTERPRISE (MBE): A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
- C. PUBLIC WORKS CONTRACTS. All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
- D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - v. Negotiating in good faith with MBEs and firms that employ minority workers;
 - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

- ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
- x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers; [This is provided through Prevailing Wage Documentation]
- xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, his designee, or third party contractor, shall:
 - i. Administer and enforce the provisions of this Article;
 - ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
 - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
 - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
 - i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;
 - iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
 - i. The project is essential for city operations;
 - ii. Emergency circumstances require a waiver;
 - iii. Evidence of a good faith effort by the contractor;
 - iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

(Amended, Ordinance No. 2020-124, August 3, 2020)

**Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act,
30 ILCS 575/2**

(30 ILCS 575/2)

(Section scheduled to be repealed on June 30, 2016)

Sec. 2. Definitions.

(A) For the purpose of this Act, the following terms shall have the following definitions:

(1) **"Minority person"** shall mean a person who is a citizen or lawful permanent resident of the United States and who is any of the following:

(a) **American Indian or Alaska Native** (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment).

(b) **Asian** (a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam).

(c) **Black or African American** (a person having origins in any of the black racial groups of Africa). Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American".

(d) **Hispanic or Latino** (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race).

(e) **Native Hawaiian or Other Pacific Islander** (a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands).

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Culy Contracting, LLC

5 Industrial Park Drive
Winchester, IN 47394

OWNER:

(Name, legal status and address)
City of Decatur, IL

1 Gary K. Anderson Plaza
Decatur, IL 62523

BOND AMOUNT: 10% of Amount Bid

SURETY:

(Name, legal status and principal place
of business)

United Fire & Casualty Company, Inc.
P. O. BOX 73909
Cedar Rapids, IA 52407

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)
2020 Annual Manhole Rehabilitation Project - City Project 2020-14

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of November 2020

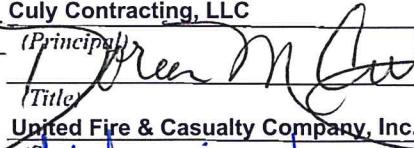

(Witness)

Culy Contracting, LLC

(Principal)

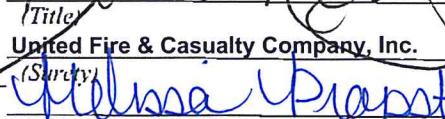
(Seal)


(Witness)


United Fire & Casualty Company, Inc.

(Title)

(Seal)


(Title) Melissa Propst, Attorney-in-Fact

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

BENJAMIN P. DYCUS, KENNY ALBERT, STEVEN M. BAAS, MELISSA PROPST, ADAM HARRIS, ADAM BURDEN, LAKALA CARTER EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the **29th day of March, 2021 unless sooner revoked**

by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this **29th day of March, 2019**

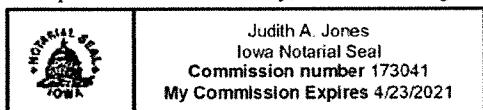


UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
Vice President

State of Iowa, County of Linn, ss:

On **29th day of March, 2019**, before me personally came **Dennis J. Richmann** to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
Notary Public
My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 18th day of November, 20 20.



By: *Mary A. Bertsch*

Assistant Secretary,
UF&C & UF&I & FPIC

CONTRACT

THIS CONTRACT, made and entered into this 7th of December, 2020, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Culy Contracting, LLC, hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with "**2020 MANHOLE REHABILITATION PROJECT**", **CITY PROJECT 2020-14**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is July 1, 2021.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	General Conditions
Information for Bidders	Special Conditions
Bid Proposal	Standard Specifications
Performance Bond	Project Drawings
Non-Collusion Affidavit	Special Provisions
Contract (This Instrument)	Supplemental Specifications
Contract Change Orders	Appendix(s)
Addenda No. 1 dated 11/12/2020	

CONTRACT

The above named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product. In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Addenda
3. Contract
4. Special Provisions & Drawings
5. Special Conditions
6. Supplemental Specifications
7. General Conditions

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project 2020 Manhole Rehabilitation Project

Project Number 2020-14

We,

a/an) Individual Co-partnership Corporation organized under the laws of the _____,

as PRINCIPAL and _____

as SURETY.

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of

One Hundred Forty-One Thousand Seven Hundred Fifty and 00/100-----

----- Dollars (\$141,750.00), lawful money of the

United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the CITY harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. 2020

PRINCIPAL

(Company Name)

By:

(Signature & Title)

(Company Name)

By:

(Signature & Title)

Attest:

(Signature & Title)

Attest:

(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I,

, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public

(SEAL)

SURETY

By:

(Name of Surety)

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

(SEAL)

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public

(SEAL)

CITY OF DECATUR

Approved this 7th day of December, A.D. 2020

Attest:

City Council

Kim Althoff, City Clerk

City of Decatur, Illinois

City

Clerk

Julie Moore Wolfe, Mayor

<p>Project Name: 2020 Annual Manhole Rehabilitation Project</p> <p>Project Number: 2020-14</p> <p>Bid Date: 11/18/2020</p> <p>Time: 11:30 a.m.</p> <p>Fund: Sewer Fund</p> <p>Organization Code: 79487906</p> <p>Object Code: 489030</p>				Engineer's Estimate	Culy Contracting, LLC	National Power Rodding	E. L. Pruitt Company				
				City Engineering Division	5 Industrial Park Drive Winchester, IN 47394	2500 W. Arthington St. Chicago, IL 60612	3090 Colt Road Springfield, IL 62707				
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	CEMENTITIOUS LINER, 1.5" THICK	448	V.L.F.	\$200.00	\$89,600.00	\$150.00	\$67,200.00	\$191.15	\$85,635.20	\$708.44	\$317,381.12
2	CEMENTITIOUS LINER, 2.0" THICK	24	V.L.F.	\$300.00	\$7,200.00	\$160.00	\$3,840.00	\$215.20	\$5,164.80	\$801.56	\$19,237.44
3	SAMPLE MATERIAL TESTING	10	EA.	\$400.00	\$4,000.00	\$70.00	\$700.00	\$600.00	\$6,000.00	\$600.00	\$6,000.00
4	VACUUM TEST	33	EA.	\$600.00	\$19,800.00	\$350.00	\$11,550.00	\$725.00	\$23,925.00	\$530.33	\$17,500.89
5	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT	12	EA.	\$3,500.00	\$42,000.00	\$2,380.00	\$28,560.00	\$7,500.00	\$90,000.00	\$3,866.66	\$46,399.92
6	MANHOLE CHIMNEY SEAL	33	EA.	\$430.00	\$14,190.00	\$300.00	\$9,900.00	\$925.00	\$30,525.00	\$421.21	\$13,899.93
7	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCT. AND EXTRA WORK	1	L.S.	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
TOTAL BIDS (AS CORRECTED)					\$196,790.00	\$141,750.00	\$261,250.00			\$440,419.30	
Percent Over Under ENGINEER'S ESTIMATE						-27.97%	32.76%			123.80%	

Paul E. Caswell, P.E., City Engineer

10/19/2020

Date

Information Technology

DATE: 12/7/2020

MEMO: 2020-12

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
James Edwards, Director Information Technology Department

SUBJECT: Authorization for Mayor to approve an Intergovernmental Grant Agreement between the State of Illinois Department of Commerce & Economic Opportunity and the City of Decatur, Illinois.

SUMMARY RECOMMENDATION:

Staff recommends that City Council approve the attached resolution authorizing the Mayor to execute an Intergovernmental Grant Agreement in the amount of \$800,000 between the State of Illinois Department of Commerce & Economic Opportunity and the City of Decatur, Illinois to expand the City's Fiber Network in many unserved areas of the City of Decatur. Work will begin on the fiber extensions after the Intergovernmental Agreement is fully executed by both parties. Work is anticipated to last 1-2 years.

BACKGROUND: Since 2012, the City of Decatur has been building and expanding its Fiber Optic Network and its reach throughout the City. On the attached map, proposed fiber optic extensions represented in purple were approved by City Council earlier in this year. This grant will be used to fund this work and will extend the City Fiber Network into strategic areas of the city to connect more city buildings, assist the School District with connecting Schools, and position the fiber into economic interest areas and target neighborhoods. It will also support the use of surveillance camera deployed in the Johns Hill neighborhood.

PRIOR COUNCIL ACTION: In February 2020, Resolution # R2020-41 was approved for a plan laid out to extend Fiber routes throughout the City.

POTENTIAL OBJECTIONS: None anticipated.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Jim Edwards, IT Director, 450-2236

BUDGET/TIME IMPLICATIONS: This grant operates on a reimbursement model

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Intergovernmental Grant Agreeemnt	Backup Material
Fiber Extension Mao	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING ACCEPANCE OF AN
INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE STATE
OF ILLINOIS DEPARTMENT OF COMMERCE & ECONOMIC
OPPORTUNITY AND THE CITY OF DECATUR, ILLINOIS TO EXPAND
THE CITY OF DECATUR FIBER NETWORK**

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

Section 1. That the Intergovernmental Grant Agreement presented herewith to the City Council between the City of Decatur, Illinois and State of Illinois Department of Commerce & Economic Opportunity for an \$800,000 grant to expand City of Decatur Fiber Network reach throughout the City, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor be, and is hereby, authorized and directed to sign said agreement in substantially the same form as presented, on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 7th day of December 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN

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

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

**PART ONE – THE UNIFORM TERMS
RECITALS**

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

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

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

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

<input type="checkbox"/> Individual	<input type="checkbox"/> Pharmacy-Non Corporate
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.
<input type="checkbox"/> Partnership	<input type="checkbox"/> Tax Exempt
<input type="checkbox"/> Corporation (includes Not For Profit)	<input type="checkbox"/> Limited Liability Company (select applicable tax classification)
<input type="checkbox"/> Medical Corporation	
<input checked="" type="checkbox"/> Governmental Unit	<input type="checkbox"/> P = partnership
<input type="checkbox"/> Estate or Trust	<input type="checkbox"/> 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 shall not exceed \$800,000.00 of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2021 / 22 20
Page 1 of 48

Assistance (CFDA) Name is **N/A** and Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1769. The State Award Identification Number is 1769-23776.

1.4. Term. This Agreement shall be effective on **10/01/2020** and shall expire on **09/30/2022**, unless terminated pursuant to this Agreement.

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

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

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

CITY OF DECATUR

By: _____
Signature of Erin B. Guthrie, Director

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

Printed Name: Julie Moore Wolfe

Printed Title: Mayor

Email: jmoore-wolfe@decaturil.gov

By: _____
Signature of First Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Other Approver

ARTICLE II REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

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

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

ARTICLE III DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FAIN” means the Federal Award Identification Number.

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

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

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

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

“GATU” means the Grant Accountability and Transparency Unit of GOMB.

“GOMB” means the Illinois Governor’s Office of Management and Budget.

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

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

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

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

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

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

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

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

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

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

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

“Program” means the services to be provided pursuant to this Agreement.

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

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

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

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

“State” means the state of Illinois.

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

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

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

ARTICLE IV PAYMENT

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

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

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

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

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

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

4.6. Interest.

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

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

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

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

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

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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before Grantor gives written approval. See 2 CFR 200.308.

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

ARTICLE VI BUDGET

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

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

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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year end, as dictated in the applicable appendices, such as:

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

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

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

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

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

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

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

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

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

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE or Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time,

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if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

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

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

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

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

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

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

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

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

ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the

debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **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 Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

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

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

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

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

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

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

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

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

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13.2. Close-out Reports.

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

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

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

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

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

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

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

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

ARTICLE XV

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AUDIT REQUIREMENTS

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

15.2. Consolidated Year-End Financial Reports.

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

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

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

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

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

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

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

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

15.3. Audit Requirements.

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

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

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

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

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

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

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

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

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

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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- (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;
- (iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or
- (iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

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

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

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

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

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

ARTICLE XVIII NOTICE OF CHANGE

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

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

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

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

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

ARTICLE XIX STRUCTURAL REORGANIZATION

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

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI CONFLICT OF INTEREST

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

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

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

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor

require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

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

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

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

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XXIV INSURANCE

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

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

ARTICLE XXV LAWSUITS

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

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

ARTICLE XXVI MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

26.12. **Precedence.**

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

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

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

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

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

26.16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or

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signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

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

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly, and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

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

In 2016, the City of Decatur partnered with the State of Illinois Department of Innovation & Technology (DOIT) and the Illinois Century Network (ICN) to connect the City of Decatur's Fiber lines to the (ICN) at Richland Community College (RCC) "Point of Presence". The City of Decatur has been distributing ICN Internet access to interested parties in the City since 2016 and will be the vehicle to get Decatur's public schools connected as well. In 2019, the City assisted Millikin University with connecting to RCC for education facility collaboration and internet access through the ICN. The Fiber lines already put into the ground have and will continue to be a tool for higher education, job training, and economic growth in Decatur as the city expands its reach throughout the city and beyond. The fiber lines in place service many of Decatur's buildings, education facilities, and other government entities.

This Grant-funded project will expand the reach of the City of Decatur's Fiber Network in the urban core of the City so every future connection to the main fiber trunk is within 3 or 4 blocks. Also, the fiber extensions outside of Decatur's Urban Core are strategically routed so easy connections can be made to other key economic development opportunities and will connect public and private City schools along the fiber paths to deliver ICN internet access and inner school connectivity. These fiber extensions will also create strategic paths and locations to assist with existing access requests from Decatur businesses.

Grant funds will include the purchase and installation of new fiber line extensions and conduits at various locations within the City of Decatur. These extensions will expand Decatur's Fiber Network to other critical city services such as Firehouse 2 located at 2707 East William Street; the two newly relocated firehouses, Firehouse 3 located at 855 N Fairview Avenue and Firehouse 5 located at 3808 Greenridge Drive; Grand Avenue from MLK Drive & Grand street running east to East Locust & 22nd streets; Cerro Gordo Street from MLK Drive & Cerro Gordo Streets running west to just west of Edward Street; South Water & Wood Streets running west to Monroe & Wood Street; Rea's Bridge from East Reas Bridge Road & Reas Ridge Court to East Reas Bridge Road & North Sangamon Road; and Brush College Bridge from Brush College Road & East Harrison Avenue and stretching to the south to Brush College Road & Grand Avenue.

Specifically, Grant funds will include all costs associated with the project as follows:

- Design/Engineering – to include costs associated with the development of site plans and drawings for all fiber extensions.
- Equipment/Materials/Labor – to include costs associated with the purchase and installation of the fiber extension lines and conduits.
- Other Construction Expenses - to include costs associated with detailed plans and permitting required for fiber construction that crosses railroad paths.

Completion of this project will benefit the public by extending the City of Decatur's Fiber network to ease lateral connections that can be established in the urban core of Decatur including the Opportunity Zone, the Enterprise Zone, and the neighborhood revitalization target area. This project will enable schools, not-for-profits, and governmental entities the ability to obtain good, stable, and reliable internet access. This continues the intergovernmental cooperation and partnerships between the not-for-profit and government entities within the City of Decatur to maximize the scale of the economy for this fiber project by connecting city services together to reduce the overall cost of city operations.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

PAYMENT

Grantee shall receive \$800,000.00 under this Agreement.

Enter specific terms of payment here:

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

Variable Advance/Remainder based on cash needs/reimbursement (25% Advance)

The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

Pre-Award Costs

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

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

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

GRANTOR CONTACT

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

GRANTEE CONTACT

Name: James Edwards
 Title: Director of Information Technology
 Address: 1 Gary K Anderson Plaza
 Decatur, IL 62523-1196
 Phone: 217-450-2236
 TTY#: N/A
 Fax#: N/A
 Email Address: jedwards@decaturil.gov
 Additional Information:

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

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

Scot Wrighton
City Manager
217 424 2801
wrighton@decaturil.gov

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Michael Bland

Email: michael.bland@illinois.gov

Phone: 217-782-9991

Fax#: N/A

Address: 500 E Monroe St
Springfield, IL 62701

EXHIBIT E

PERFORMANCE MEASURES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

EXHIBIT F

PERFORMANCE STANDARDS

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

EXHIBIT G

SPECIFIC CONDITIONS

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

Specific Conditions:

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.302:

ICQ Section: 03-Financial and Regulatory Reporting (2 CFR 200.327)

Conditions: Requires more detailed reporting;

Timeframe: One year.

ICQ Section: 06 - Audit (2 CFR 200.500)

Conditions: Requires desk review of the status of implementation of corrective actions;

Timeframe: When corrective action is complete.

ICQ Section: 11 - Fraud, Waste and Abuse

Conditions: Requires technical assistance including required training;

Timeframe: One year after implementation of corrective action.

Programmatic Risk Assessment (PRAQ)

PRAQ Section: 03- Audit

Conditions: Desk review for the status of implemented corrective action

Timeframe: Agency re-examines in 6 months;

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PART TWO – THE GRANTOR-SPECIFIC TERMS

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

ARTICLE XXVII AUTHORIZED SIGNATORY

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

ARTICLE XXVIII ADDITIONAL AUDIT PROVISIONS

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

ARTICLE XXIX ADDITIONAL MONITORING PROVISIONS

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

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

ARTICLE XXX ADDITIONAL INTEREST PROVISIONS

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

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

ARTICLE XXXI ADDITIONAL BUDGET PROVISIONS

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

ARTICLE XXXII ADDITIONAL REPRESENTATIONS AND WARRANTIES

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

- (a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

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- (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
- (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;
- (iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and
- (iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

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

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

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

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

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

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

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

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

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

ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS

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

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

34.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the

sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

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

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

ARTICLE XXXV ADDITIONAL CONFLICT OF INTEREST PROVISIONS

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

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

ARTICLE XXXVI ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

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

ARTICLE XXXVII APPLICABLE STATUTES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XXXVIII ADDITIONAL MISCELLANEOUS PROVISIONS

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

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

ARTICLE XXXIX ADDITIONAL REQUIRED CERTIFICATIONS

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

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

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

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

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

PART THREE – THE PROJECT-SPECIFIC TERMS

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

ARTICLE XL REPORT DELIVERABLE SCHEDULE

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

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

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

February 2021

- Quarterly Periodic Financial Report (02/01/2021) - Covering Period of 10/01/2020 - 12/31/2020; Send To: Grant Manager
- Quarterly Periodic Performance Report (02/01/2021) - Covering Period of 10/01/2020 - 12/31/2020; Send To: Grant Manager

April 2021

- Quarterly Periodic Financial Report (04/30/2021) - Covering Period of 01/01/2021 - 03/31/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2021) - Covering Period of 01/01/2021 - 03/31/2021; Send To: Grant Manager

July 2021

- Quarterly Periodic Financial Report (07/30/2021) - Covering Period of 04/01/2021 - 06/30/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2021) - Covering Period of 04/01/2021 - 06/30/2021; Send To: Grant Manager

November 2021

- Quarterly Periodic Financial Report (11/01/2021) - Covering Period of 07/01/2021 - 09/30/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (11/01/2021) - Covering Period of 07/01/2021 - 09/30/2021; Send To: Grant Manager

January 2022

- Quarterly Periodic Financial Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager

- Quarterly Periodic Performance Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager

May 2022

- Quarterly Periodic Financial Report (05/02/2022) - Covering Period of 01/01/2022 - 03/31/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (05/02/2022) - Covering Period of 01/01/2022 - 03/31/2022; Send To: Grant Manager

August 2022

- Quarterly Periodic Financial Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager

October 2022

- Quarterly Periodic Financial Report (10/31/2022) - Covering Period of 07/01/2022 - 09/30/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/31/2022) - Covering Period of 07/01/2022 - 09/30/2022; Send To: Grant Manager

November 2022

- End of grant Closeout Financial Report (11/14/2022) - Covering Period of 10/01/2020 - 09/30/2022; Send To: Grant Manager
- End of grant Closeout Performance Report (11/14/2022) - Covering Period of 10/01/2020 - 09/30/2022; Send To: Grant Manager

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

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

41.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

41.3. Projects Requiring External Sign-offs.

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(1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies).
The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:

AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
Illinois State Historic Preservation Office		
Illinois Dept. of Agriculture		
X Illinois Dept. of Natural Resources	X	
Illinois Environmental Protection Agency		
NONE APPLICABLE		

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

(2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) **External Sign-Off Provisions:**

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

41.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project 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 and (b) all required reporting and documentation.


41.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (*see* 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

41.6. Compliance with Business Enterprise Program. Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

41.7 Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

ARTICLE XLII
BOND FUNDED GENERAL GRANT PROVISIONS

42.1. **Bond Funded General Grant Provisions.** It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.



Community Development

DATE: 12/7/2020

MEMO: No. 20-48

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Subrecipient Agreement with Community Investment Corporation of Decatur, Inc. (CICD) for distribution and expenditure of CDBG-CV funds.

SUMMARY RECOMMENDATION: It is recommended that an agreement be approved with the CICD for small business assistance services funded by CARES.

BACKGROUND:

The Coronavirus Aid, Relief and Economic Security (CARES) Act provides funding to enable our community to prevent, prepare for, and respond to coronavirus through providing quality subsidized housing and expanding economic opportunities for low-and moderate-income persons through HUD programs.

The City of Decatur received additional CDBG funding in the amount of \$834,287 to assist residents affected by the recent COVID-19 pandemic. About two-thirds of this amount will be transferred to DOVE for utility and rent assistance payments to Decatur residents adversely impacted by COVID in accordance with HUD regulations. The remaining one-third, will assist small businesses similarly effected. These funds can be used by businesses (able to demonstrate that they have been directly impacted by COVID using HUD criteria), and can be used for business recovery, or for launching new enterprises where the need for such a re-start has also been created by COVID impacts.

CICD has an extensive history of assisting Decatur residents and local small businesses. Over the years, the City of Decatur has partnered with them on various projects including: homeownership counseling, economic development, Continuum of Care projects, and small business loans. They also manage two revolving loan funds, have owned and operated a small business incubator, along with being the only HUD Certified Homebuyer Counseling Program within the City of Decatur. They have also agreed to provide SCORE support when that organization left Millikin University.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES:

Comments and information were secured through public meetings and input from a variety of community organizations. Utility, rent and mortgage assistance for small businesses was a documented need.

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

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING
COMMUNITY DEVELOPMENT BLOCK GRANT-COVID (CDBG-CV)
SMALL BUSINESS ASSISTANCE
SUBRECIPIENT AGREEMENT FY 2020
COMMUNITY INVESTMENT CORPORATION OF DECATUR, INC. (CICD)**

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

Section 1. That the Community Development Block Grant (CDBG) Subrecipient Agreement for the FY 2020, between the City of Decatur Illinois, and Community Investment Corporation of Decatur, Inc. (CICD) for COVID-CV relief related activities be, and the same is hereby, received, placed on file and approved.

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

PRESENTED and ADOPTED this 7th day of December, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

CITY OF DECATUR
COMMUNITY DEVELOPMENT BLOCK GRANT-CV (CDBG-CV)

SMALL BUSINESS ASSISTANCE PROGRAM
SUBRECIPIENT AGREEMENT

This Community Development Block Grant-CV SUBRECIPIENT Agreement (the “AGREEMENT”) is made on this 7th day of December 2020, by and between the **City of Decatur**, an Illinois Municipal Corporation (hereinafter “CITY”) and Community Investment Corporation of Decatur, Inc. (**CICD**) (hereinafter “SUBRECIPIENT”) for the **Small Business Assistance Program**.

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

WHEREAS, the CDBG-CV grant funds will be utilized to prevent, prepare for, and respond to coronavirus;

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

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

AGREEMENT

- I. **APPENDICES TO AGREEMENT:** All Appendices (A through D) attached to this Agreement are incorporated and made a part of this Agreement as referenced herein. SUBRECIPIENT agrees to abide by and follow all terms and conditions as set forth in said Appendices.

- II. **WORK TO BE PERFORMED BY SUBRECIPIENT:** In exchange for receiving CDBG grant funds from the CITY for the **Small Business Assistance Program** (hereinafter “Program”), the SUBRECIPIENT shall be responsible for administering the Program in a manner satisfactory to the CITY and substantially consistent with any standards and regulations that are specified in this Agreement and adherence to the same is a condition of providing these funds. SUBRECIPIENT commits to the Program goals, including (1) the number of businesses to be assisted within the City of Decatur (2) assistance to the business will benefit low moderate area and/or employees. SUBRECIPIENT agrees to expend the total amount of CDBG-CV funds covered in this Agreement, solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement and the Program budget in Appendix B.

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

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

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

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

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

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

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

Businesses who have received assistance for COVID relief, whether federal, state or local funding are not eligible for the CV Small Business Assistance Program. Duplication of COVID funding is not eligible within the same time period. The SUBRECIPIENT is responsible for verifying eligibility which includes but is not limited to: federal, state and local agency recipients, along with self-certification from various businesses.

Businesses who have been cited or fined because of COVID ordinance violations, and/or other local ordinances within the last 12 months are not eligible for assistance through this program.

IV. **LENGTH OF AGREEMENT:** The term of this Agreement shall begin no sooner than **December 7, 2020 and end on December 30, 2022**. A *Notice to Proceed* will be provided to the SUBRECIPIENT, identifying the approved start date. Payment of CDBG-CV funds by the CITY to the SUBRECIPIENT, Inc. shall occur for the approved eligible services and/or activities performed by SUBRECIPIENT, during the term of this Agreement as long as the SUBRECIPIENT, Inc. is still performing in accordance with the terms of the Agreement.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over CDBG-CV funds, including any program income.

V. **AMOUNT OF APPROPRIATION:** The appropriation of CDBG-CV funds for the Program shall be for an amount not to exceed **Two Hundred Seventy-Two Thousand Four Hundred Seventy-Seven Dollars (\$272,477)**. The SUBRECIPIENT understands that the amount of this appropriation may be adjusted during the program year due to funding alterations made by the United States Congress, HUD, and/or the CITY. Any new appropriations that shall occur must be approved by the Decatur City Council. The SUBRECIPIENT understands that the awarding of the grant under this Agreement in no way implies the continued

financial support of the program or services of the SUBRECIPIENT. by the CITY beyond the specific period of this Agreement.

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

VII. **PAYMENT OF CDBG-CV FUNDS TO SUBRECIPIENT:** The CITY agrees to fund the Program in the total amount not to exceed **Two Hundred Seventy-Two Thousand Four Hundred Seventy-Seven Dollars (\$272,477.00)**. Such funds shall be paid to the SUBRECIPIENT according to the schedule in Appendix B. The CITY CANNOT disperse any grant funds until the Environmental Review is complete and this Agreement has been executed by both parties (24 CFR Sect. 570.503 (a)). The Environmental Review shall be completed by the City, and shall be executed in a timely manner.

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

VIII. **SUSPENSION OR TERMINATION:**

- **Suspension or Termination for Cause by CITY:** The SUBRECIPIENT understands and agrees that if the SUBRECIPIENT materially fails to comply with any or all provisions of this Agreement, the City may in its sole discretion suspend or terminate this Agreement.

1. Material non-compliance includes, but is not limited to, the following:
 - a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
 - b. Failure, for any reason, of SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;

- c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission of reports by SUBRECIPIENT, Inc. to the CITY which are late, or incorrect or incomplete in any material respect.
- 2. As a result of material non-compliance, the CITY may take one or more of the following actions:
 - a. Temporarily withhold cash payments pending correction of the deficiency by SUBRECIPIENT, Inc. More severe enforcement action may be undertaken by the CITY if the deficiency is not corrected;
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - c. Wholly or partially suspend or terminate the current award for the **Small Business Assistance Program**;
 - d. Withhold further awards for the program; or take other remedies that may be legally available including, but not limited to, seeking compensatory and/or liquidated damages for breach of this Agreement, or injunctive or equitable relief in any court of competent jurisdiction.
- Termination for Convenience by CITY or SUBRECIPIENT, Inc.: Either the CITY or SUBRECIPIENT, Inc may terminate the award of funds under this Agreement in whole or in part if either determines that the goals indicated in the SUBRECIPIENT proposal cannot be met. Termination is effected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of termination; (3) the portion to be terminated, in the case of partial termination. In the case of partial termination, if the CITY in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire award.

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

X. **RECORD REQUIREMENTS:** SUBRECIPIENT shall provide the CITY, HUD, the Inspector General of the United States or any of their duly authorized representatives, access to any books, documents, papers and records of SUBRECIPIENT, Inc. which pertain to the CDBG-CV funded

program for the purpose of monitoring, making audits, examinations, excerpts, transcripts and photocopying.

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

1. General project correspondence and related items.
2. Financial source documentation and associated transactional documentation.
3. Procurement procedures and associated documents.
4. Compliance with applicable State and Federal regulations.
5. Program reports.
6. Documentation of persons benefiting from grant activities, including race/ethnicity and income to substantiate achievement of the CDBG National Objective of benefiting primarily persons of low- and moderate-income.
7. Personnel actions.
8. Acquisition and disposition of property.

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

1. Financial Records: SUBRECIPIENT shall, at minimum, maintain the following records for each grant received under separate agreement from the CITY:
 - a. Cash receipts Register: For recording of funds received in connection the grant program.
 - b. Cash Disbursements Register: For recording disbursement of funds from the Agency's CDBG-CV account(s). All disbursements must be supported by appropriate documentation (e.g.: payroll records, invoices, contracts, etc.) demonstrating the nature and use of each payment and showing approval of the program director or other authorized official. In addition, SUBRECIPIENT agrees to provide the CITY such financial reports and additional source documentation as the CITY may reasonably require and to comply with such reasonable additional financial control procedures as may be required to be retained in files maintained by SUBRECIPIENT.
 - c. Payroll records: A basic time and activity tracking system shall be maintained to substantiate the services and staff time charged to the project. This should include time sheets documenting each person's total time and time charged against the grant; time sheets must be signed by both the employee and authorized supervisor of the employee. CDBG-CV grant funds shall not be used to pay planning and program administrative costs allocable to another grant under the CDBG annual formula program.
2. Equipment Records: A record shall be maintained for each item of equipment acquired for the Program. Equipment is defined as tangible personal property (including information technology systems) which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$500.00. The records shall include: (1) a description (including model and serial number) of the property; (2) the date of

acquisition; and (3) the acquisition cost (showing the percentage of the total costs paid out of this Grant.) Such equipment records are necessary for HUD recoding requirements. However, SUBRECIPIENT acknowledges that this recording requirement does not indicate that the CITY will pay for equipment. The CITY does not provide funds for equipment purchases, including information technology systems.

3. Supply Records: A record shall be maintained for supplies purchased for the Program. Supplies include all tangible personal property other than equipment. Records for supplies shall be maintained for supplies which are acquired for the Program, for a cost equal or exceeding \$200.00. SUBRECIPIENT shall also provide records showing a cost comparison for supplies purchased. Cost comparison records shall be made in compliance with HUD regulations, compliance methods shall be approved by the CITY's Director of Community Development or Neighborhood Services Manager.
4. Indirect Cost Records: A record shall be kept of all indirect costs, per HUD requirements. Indirect costs are costs incurred for a common or joint purpose benefitting more than one cost objective, and are not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. However, SUBRECIPIENT acknowledges that indirect costs shall not be covered by funds provided by the CITY.

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

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

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

- **REPORTING:** Reports shall be submitted to staff via the Neighborhood Services Division by the SUBRECIPIENT throughout the term of the Program. **See Appendix**

B for report due dates. All reports and required attachments may be viewed by members of the Neighborhood Services Division.

1. The CITY reserves the right to withhold any of the SUBRECIPIENT's, scheduled payments until such time as the CITY receives the SUBRECIPIENT's financial progress and performance reports.
2. Improperly prepared reports will not be accepted. Subsequent Grant payments may be held pending accurate information together with any required source documentation. Upon receipt of improperly prepared or erroneous reports, field audit procedures may be initiated to evaluate the financial management, control and record keeping procedures utilized by SUBRECIPIENT. In addition, the Neighborhood Services Division may be notified and the CITY may require a meeting with the Executive Board of the SUBRECIPIENT to correct the situation.
3. SUBRECIPIENT understands that a pattern of late, improper, or erroneous reporting could be grounds for termination of this Agreement at the CITY's sole discretion.
4. The CITY reserves the right to make appropriate adjustments for any funds previously paid out by the CITY but unexpended by the SUBRECIPIENT.
5. **Reports will be submitted to the Neighborhood Services Division and shall consist of the following:**
 - i. Beneficiary Demographic data: Client statistics (i.e., number of people served, number of Decatur residents served, beneficiary race/ethnicity and incomes) for the report period.
 - ii. Program Accomplishments and Narrative: Indicating progress against program goals as outlines in Appendix A, and additional information in narrative format that elucidates program accomplishments and outlines any unanticipated results.
 - iii. Financial Report: Indicating the budgeted expenses and revenues consistent with the appropriation for the grant Program as shown in Appendix A. and the actual revenues and expenditures for the period covered by the report.
 - iv. Supporting documentation: All Program expenditures charged to the CDBG Grant shall be supported with source documentation. Documentation may include copies of paid invoices, receipts, and time sheets signed by each employee and supervisor paid with CDBG/CDBG-CV funds. Other documentation may be required by the CITY to document the amount expended in the report period.

XII. **ANNUAL AUDIT:** The CITY's Neighborhood Services Division requires that all SUBRECIPIENTS prepare and submit to the CITY an audit of the financial records of the SUBRECIPIENT pertaining to the receipt and use of CDBG-CV funds as required by the Omni Circular. If the

SUBRECIPIENT receives federal funds from sources other than the CITY's CDBG-CV program, a combined single audit is permissible, provided said audit clearly identifies the amount of CITY CDBG-CV funds received, the amount expended and encumbered, and the purposes of the expenditures. The CITY shall have the right to review and modify the scope of said audit. Said audit of CDBG-CV funds shall encompass and be limited to the term of this Agreement. SUBRECIPIENT is responsible for clearly identifying and accounting for funds received and expended during separate program years; that is, an individual audit must distinguish expenditures and encumbrances made against funds received under separate Grant Agreements, particularly if the SUBRECIPIENT, and the CITY operate under different fiscal years.

XIII. **ALTERNATIVE FUNDING REPORTING REQUIREMENT:** SUBRECIPIENT shall promptly notify the CITY if SUBRECIPIENT receives funding (full or partial) that is incremental to the Program budget as shown in Appendix A. from any and all sources for the performance of activities outlined under this Agreement. SUBRECIPIENT further understands that the amount granted by the CITY may be reduced by the amount of such alternative funding.

XIV. **REVISION OF BUDGET AND PROGRAM PLANS:** The SUBRECIPIENT, , shall obtain written permission from the CITY's Director of Community Development or Neighborhood Services Manager prior to any change in the approved budget or program plans following Omni Circular §200.308 (c) (increase or decrease) of ten per cent (10%) of the line item's budget or \$500.00, whichever is less, to any account under the SUBRECIPIENT's line item budget which is attached hereto and identified as Appendix A. In order for the CITY to approve such a request, SUBRECIPIENT's written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and (3) a description of which line items are affected. Changes made without the CITY's prior approval may result in non-reimbursement of expenditures from those affected line items.

XV. **NON-DISCRIMINATION:** SUBRECIPIENT agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income, or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which SUBRECIPIENT receives financial assistance from or through the CITY.

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

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

XVI. **EQUAL OPPORTUNITY POLICY/AFFIRMATIVE ACTION PLAN/CURRENT POLICY SETTING**

BODY INFORMATION: The SUBRECIPIENT, shall ensure the following documents have been provided to CITY staff:

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

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

During the performance of this contract, the SUBRECIPIENT/contractor agrees as follows:

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

4. The SUBRECIPIENT or contractor will comply with all provisions of Executive Order 11246 of September 2, 1965 and Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The SUBRECIPIENT or contractor will furnish all information and reports required by Executive Order 11246 and with Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the SUBRECIPIENT or contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the SUBRECIPIENT or contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and Executive Order 11375, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, with Executive Order 11375, or by rule, regulation, or order to the secretary of Labor, or as otherwise provided by law.
7. The contractor or SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 and Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The contractor or SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States enter into such litigations to protect the interests of the United States.
 - SUBRECIPIENT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the SUBRECIPIENT, so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - SUBRECIPIENT further agrees that it will assist and cooperate actively with the CITY and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the

rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the CITY in the discharge of the CITY's primary responsibility for securing compliance.

- The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive orders and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the CITY may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part of this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. Documentation shall include names, addresses and professional affiliations of the current members of the Board of Directors or policy-setting body.

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

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

- a. The use of application for the grant proceeds;
- b. The violation by SUBRECIPIENT of any of its covenants or agreements under the Agreement;
- c. Any act or failure to act done in connection with the performance or operation of the Program.
- d. Any act or failure to act of any officer, employee, agent, or servant of the SUBRECIPIENT, SUBRECIPIENT;

e. Any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the Program.

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

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

XIX. **INSURANCE AND BONDING:** SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any CDBG cash advances. SUBRECIPIENT shall comply with the bonding and insurance requirements of the Omni Circular 200.310 and 200.325, Insurance and Bonding requirements. Proof of insurance and bonding shall be provided to the City.

XX. **NON-PARTICIPATION BY CERTAIN PERSONS:** SUBRECIPIENT agrees to exclude the following persons from participation in any aspect of this agreement:

- a. SUBRECIPIENT agrees not to allow any member of, or delegate to, the United States Congress any share or part of this Agreement or to allow any benefit to arise from the same.
- b. SUBRECIPIENT agrees that no officer, employee, designee, agent, or consultant of the CITY or the SUBRECIPIENT, SUBRECIPIENT, or member of the governing body of the CITY who exercises any functions or responsibilities with respect to the CITY's CDBG-CV program during his/her tenure or for one (1) year thereafter, will have any direct or indirect interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the Project assisted under this Agreement. The SUBRECIPIENT shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest in conformance with the provisions of and pursuant to the purposes

of this sections. The provisions of 24 CFR § 570.611, "Conflict of Interest" shall apply to SUBRECIPIENT

- c. SUBRECIPIENT further agrees to maintain written standards of conduct covering conflicts of interest, as outline in the Omni Circular § 200.318(c)(1) & (2). These standards of conduct will include language stating that no employee, officer, or agent will participate in the selection, award, or administration of a contract supported by CDBG or CDBG-CV funds, if that employee, officer or agent has a real or apparent conflict of interest. Conflicts of interest arise if the employee, officer, agent, the immediate family member of such a person, the partner of such a person, or an organization which employees such a person or is about to employs such a person, has any financial or other interest in or may gain a tangible personal benefit from a firm considered for contract. Such officers, employees, or agents of the SUBRECIPIENT may not solicit nor accept anything of monetary value from contractors or subcontractors, unless it is an unsolicited gift of nominal value which would in no way influence the recipient to engage in conduct which would amount to a conflict of interests. The written standards shall also include standards of conduct covering organizational conflicts of interest, in which SUBRECIPIENT may be unable or appears to be unable to be impartial in conducting procurement actions due to relationships between SUBRECIPIENT and relationships with a parent company, affiliate, or subsidiary organization. The written standards provided by SUBRECIPIENT will include disciplinary actions to be applied for violations of such standards.
- d. Copeland "Anti-kickback" Act.- Any Contractor paid in full or part with CDBG funds will comply with the Copeland Anti-Kickback Act (18 U.S.C 874) as supplemented in Department of Labor regulations (29 CFR part 3) that states whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. Though CDBG-CV funds shall not be used to pay for the construction, prosecution, completion or repair of buildings the SUBRECIPIENT affirms that by accepting CDBG-CV funds, the SUBRECIPIENT will comply with the Copeland "Anti-Kickback" Act.

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

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

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

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

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

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

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

- a. If the work program cannot be completed, or if SUBRECIPIENT ceases to function as an operating entity, SUBRECIPIENT agrees to return to the CITY any and all unexpended and/or encumbered grant funds.
- b. Within thirty (30) days after the closing date of this Agreement, the SUBRECIPIENT shall submit to the CITY expenditure reports and documentation of all expenses or encumbrances during the period covered by this Agreement. The CITY will then compare these expenditures with the amount of disbursements issued to the SUBRECIPIENT, by the CITY. Disbursement of any final payment, if any, under the Agreement shall not be made until such a comparison has been completed to the CITY's satisfaction.
 - i. If said expenditures and encumbrances are greater than the disbursements made to SUBRECIPIENT, the CITY will issue a check to SUBRECIPIENT for an amount equal to this difference, up to the amount of the authorized grant set forth in this Agreement.
 - ii. If said expenditures and encumbrances are less than the disbursements, the CITY shall withhold the difference from any final payment to the SUBRECIPIENT. If after withholding any such difference, the expenditure and encumbrances are still less than the disbursements, the SUBRECIPIENT shall promptly pay to the CITY a check for the difference of these sums.
 - iii. Funds paid to SUBRECIPIENT in excess of the amount to which the SUBRECIPIENT is finally determined to be entitled constitute a debt to the

CITY. If not paid as stipulated in the preceding paragraphs, the CITY may take other action permitted by law.

- iv. A final adjustment will be made to reconcile with the completed audit or Final Grant Report of CDBG-CV expenditures within thirty (30) days of the submission of audit to the CITY. Subsequent grant payments or awards will be withheld until audit or grant report is completed for the current year. Only the City Manager, Director of Community Development, or Neighborhood Services Manager can release funds if audit or grant report is not reconciled.

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

ADDITIONAL REGULATIONS: As a non-governmental entity, SUBRECIPIENT shall comply with the regulations, policies, guidelines, requirements and standards of the federal notice FR-6218-N-01, federal OMB 2 CFR Chapter I, Chapter II, Part 200, et al, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards; Final Rule" (Omni Circular, as specified in this paragraph):

- Subpart B- "General";
- Subpart C- "Pre-Federal Award Requirements and contents of Federal Awards," except for §200.203 Notices of funding opportunities, 200.204 Federal awarding agency review of merit proposals, 200.205 Federal awarding agency review of risk posed by applicants, and merit of proposals, 200.207 Specific conditions, which are required only for competitive Federal awards,
- Subpart D- "Post Federal Award Requirements Standards for Financial and Program Management." Except for:
 1. Section 200.305 "Payment". The City shall follow the standards of paragraph 85.20(b)(7) and 85.21 in making payments to SUBRECIPIENT;
 2. Section 200.3066, "Cost Sharing and Matching";
 3. Section 200.307, "Program Income." In lieu of paragraph 200.307, SUBRECIPIENT shall follow CDBG program regulations at 570.504 regarding Program Income;
 4. Section 200.308 "Revision of Budget and Program Plans";

5. Section 200.311 "Real Property." In lieu of 200.311, CDBG/CDBG-CV, SUBRECIPIENT shall follow CDBG/CDBG-CV program regulations at 570.505, Use of Real Property;
6. Section 84.34(g) "Equipment." In lieu of the disposition provisions of paragraph 94.34(g), the following applies:
 - i. In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - ii. Equipment not needed by the SUBRECIPIENT for CDBG/CDBG-CV activities shall be transferred to the CITY for the CDBG program or shall be retained after compensating the recipient;
7. Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring the Reporting Program Performance";
8. Section 84.52, "Financial Reporting";
9. Section 84.53(b), "Retention and Access Requirements for Records", applies with the following exceptions:
 - i. The retention period referenced in paragraph 84.53(b) pertaining to individual CDBG/CDBG-CV activities shall be five years following grant close out; and
 - ii. The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for award;
10. Section 84.61 "Termination". In lieu of the provision 84.61, SUBRECIPIENT shall comply with 570.503(b)(7) "Suspension and Termination"; and

- Subpart D- "After-the Award Requirements", except for paragraph 84.71, "Closeout Procedures."
- Section III.B.9 (Duplication of Benefits) of FR-6218-N-01
 1. Any person or entity receiving CDBG-CV assistance (SUBRECIPIENTS and direct beneficiaries) must agree to repay assistance if determined duplicative.
- Section III.B.10 (Citizenship Requirements)
 1. Immigration Reform and Control Act, 8 U.S.C. 1324a et seq. prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment.
 2. This requirement applies to sub recipients, contractors, subcontractors, etc. See <https://www.uscis.gov/i-9-central/form-i-o-resources/handbook-for-employers-m-274/10-why-employers-must->

[verify-employment-authorization-and-identity-of-new-employees](#) and
<https://www.uscis.gov/i-9-central/legal-requirements-and-enforcement>.

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

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

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

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, agreements) and that all sub awardees shall certify and disclose accordingly; and
- This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering this Agreement pursuant to Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

- If the CITY, to: Ms. Richelle D. Irons
Neighborhood Services Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523
Phone: 217-424-2864
Email: Rirons@decaturil.gov
- If the SUBRECIPIENT, to: Mr. James Seaburg, President
CICD, Inc.
Mailing address: P. O. Box 228, Decatur, IL 62525
Office address: 1059 W. Main Street, Decatur, IL 62522
Phone: 217-423-0352
E-mail: James.seaberg.cicd@gmail.com

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

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

City of Decatur:

Richelle D. Irons, Neighborhood Services Manager

Date

Community Investment Corporation of Decatur, Inc.

James Seaburg, President
(DUNS Number: 149345006)
(CAGE Code: 394G7)
(EIN: 37-1293865)

Date

Appendix A
SUBRECIPIENT Program Budget

Activity	Other Funding sources	CDBG-CV Funding Requested	Total Cost
ADMINISTRATION 20%			
Executive Director		\$27,000	\$27,000
Coordinator/Asst.		\$ 9,596	\$9,596
Admin. Fringes/benefits		\$ 3,000	\$ 3,000
Advertising		\$4,000	\$4,000
Contractual Services		\$10,899	\$10,899
Admin. Total		\$54,495	\$54,495
Program Implementation			
Rent / Mortgage (including escrow)		\$199,505	\$199,505
Materials (file folders/dividers)		\$200.00	\$200.00
Utility payments (gas, power, water)		\$16,777.00	\$16,777.00
Supplies (personal protection equipment, tools, cleaning items, or other personal items)		\$1,500.00	\$1,500.00
Program Implementation Total:		\$217,982	\$217,982
TOTAL Costs		\$272,477	\$272,477

Appendix B

City of Decatur FY2020 CDBG/CDBG-CV Program

Schedule for Reporting

Programs that run throughout the 2020, 2021, and 2022 calendar years will submit program and financial reports on a monthly schedule. This includes grant reports and payments. Reports are due by the 15th of each month for the prior month. Payments are contingent upon completion of the environmental review, execution of the SUBRECIPIENT AGREEMENT, and receipt of program and financial reports, as well as source documents that substantiate CDBG-funded expenditures. Once receipts and documentation are approved, reimbursements can occur. Some dates, expenses, and receipts may occur during an older period, but approved expenses will only be reimbursed once.

Report Due Dates	Periods Covered
January 15, 2021	December 1 st - December 31 st
February 15, 2021	January 1 st – January 31 st
March 15, 2021	February 1 st – February 28 th
April 15, 2021	March 1 st – March 31st
May 15, 2021	April 1st – April 30th
June 15, 2021	May 1st -May 31st
July 15, 2021	June 1st -June 30th
August 15, 2021	July 1st – July 31 st
September 15, 2021	August 1st – August 31st End of year report
October 15, 2021	September 1 st -September 30th
November 15, 2021	October 1st –October 31st
December 15, 2021	November 1st -November 30th
January 15, 2022	December 1 st - December 31 st End of year-1st report

Report Due Dates	Periods Covered
February 15, 2022	January 1 st – January 31 st
March 15, 2022	February 1 st – February 28 th
April 15, 2022	March 1 st – March 31st
May 15, 2022	April 1st – April 30th
June 15, 2022	May 1st -May 31st
July 15, 2022	June 1st -June 30th
August 15, 2022	July 1st – July 31 st
September 15, 2022	August 1st – August 31st End of year report
October 15, 2022	September 1 st -September 30th
November 15, 2022	October 1st –October 31st
December 15, 2022	November 1st -November 30th
January 15, 2023	December 1 st - December 31 st End of year- Final report

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

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

Ineligible Costs include:

- Entertainment/party costs;
- Alcohol, beverages, food;
- Fines, penalties, damages, and other settlements;
- Compensation to trustees, board members and their immediate family members;
- Stipends to program participants or clients;
- Staff time and other costs related to applying for CDBG-CV funded activities;
- Fund raising costs;
- Equipment and capital expenditures

Eligible Costs that may be paid with CDBG/CDBG-CV include:

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

SUBJECT: Resolution Authorizing City of Decatur to Enter into a Purchase Agreement for Purchase of a Pierce Enforcer Aerial Ladder Fire Apparatus

ATTACHMENTS:

Description	Type
2020-14 Purchase of Pierce Enforcer Aerial Ladder Fire Apparatus and Agreement for Debt Financing	Cover Memo
RESOLUTION AUTHORIZING CITY OF DECATUR TO ENTER INTO PURCHASE AGREEMENT FOR PURCHASE OF A PIERCE ENFORCER AERIAL LADDER FIRE APPARATUS	Resolution Letter



DECATUR FIRE DEPARTMENT

MEMORANDUM

2020-14

Date: December 7, 2020

To: Honorable Mayor Julie Moore Wolfe
City Council Members

From: Scot Wrighton, City Manager
Jeff Abbott, Fire Chief

RE: Acquisition of a Pierce Enforcer Aerial Fire Apparatus

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached resolution granting consent for the acquisition of a Pierce Saber Pumper fire apparatus replacing a 1994 Pierce Aerial fire apparatus at an acquisition cost not to exceed \$1,050,000.00.

BACKGROUND:

The City Fire Department acquired the fire apparatus to be replaced in 1994. This apparatus is twenty-six years old and has numerous mechanical issues. It was out-of-service for 5 months in 2020 for repair. The parts for the 26-year-old ladder truck are also very difficult to locate because of its age.

With this replacement action, the fire department will operate with a fleet consisting of six (6) frontline pumper and two (2) frontline ladder trucks. This new ladder truck has a 107-foot aerial ladder that will increase the capabilities of the front-line aerials.

The 1994 apparatus is the oldest vehicles in the fleet and upon replacement will be sold through the normal City vehicle disposal process.

The aerial apparatus to be acquired is manufactured by Pierce Manufacturing of Appleton, Wisconsin. The apparatus is a Pierce Enforcer 107-foot ladder truck with a 2000 gallon per minute pump and a 500-gallon water tank.

The apparatus will be purchased through a fire apparatus consortium buying group, the HGACBuy Group, which is a Texas based buying group out of the Houston/Galveston Area. The City has elected to utilize this consortium buying group at the recommendation of the manufacturer. The City previously acquired fire apparatus through the HGACBuy group. Apparatus acquisition through the HGACBuy Group is similar to acquisition through a state bid process.

The utilization of the HGACBuy Group allows the City to acquire the apparatus at consortium buying pricing and does not negatively impact the City in any pricing matter. This is the most affordable mechanism for acquisition of the apparatus.

Financing will be shopped to local banks as the first priority, and second to other financing institutions should local financing not be a desirable option.

With this resolution presented to Council for approval, Council will grant the City authority to secure debt financing of a not to exceed amount of \$1,050,000.00 with an annual interest financing rate of not to exceed 3.5%, with City ability to select a debt repayment term not to exceed 8 years. Such repayment term will be selected from the most favorable terms quoted by the financing institutions.

POTENTIAL OBJECTION: None

STAFF REFERENCE: Jeff Abbott, Fire Chief, 424-2811. Jim Ohl, Deputy Fire Chief, 424-2811. Chief Abbott will be at the council meeting to answer any questions the Council may have about this purchase.

BUDGET/TIME IMPLICATIONS: The Apparatus will be delivered and operational in Q1 2021 with the first financing payment due in Q1 2022.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CITY OF DECATUR TO ENTER INTO PURCHASE
AGREEMENT FOR PURCHASE OF A PIERCE ENFORCER AERIAL LADDER FIRE
APPARATUS**

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

Section 1. That the City of Decatur, through the Houston/Galveston Area Council (H-GAC), desires to acquire a Pierce Aerial Ladder Apparatus, from Pierce Manufacturing of Appleton, Wisconsin, replacing a 1994 Pierce Aerial Apparatus, at a net acquisition price not to exceed \$1,050,000.00.

Section 2. That the City Council hereby authorizes the City Manager the authority to enter into the contract to acquire the fire apparatus from Pierce Manufacturing of Appleton, Wisconsin.

PRESENTED and ADOPTED this 7th day of December, 2020.

Julie Moore Wolfe, MAYOR

ATTEST:

CITY CLERK

Fire Department

DATE: 12/3/2020

MEMO:

TO: Mayor Julie Moore Wolfe & Members of the Decatur City Council

FROM: Scot Wrighton, City Manager

SUBJECT: Financing of new Fire Department ladder truck

SUMMARY RECOMMENDATION: It is recommended that the City Council authorize the city manager to execute financing documents best suited for the purchase of a new ladder truck (as described in the previous agenda item) and with the most favorable terms for the city, so long as the aggregate cost is less than or equal to 3.5%.

ATTACHMENTS:

Description	Type
RESOLUTION AUTHORIZING CITY OF DECATUR TO ENTER INTO AN AGREEMENT FOR DEBT FINANCING OF PIERCE FIRE APPARATUS	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CITY OF DECATUR TO ENTER INTO AN
AGREEMENT FOR DEBT FINANCING OF PIERCE FIRE APPARATUS**

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

Section 1. That the City of Decatur desires to enter into a debt financing arrangement for the acquisition of a new Pierce fire apparatus with a not to exceed principal amount of \$1,050,000, at a not to exceed interest rate of 3.5%, for a financing term not to exceed eight (8) years.

Section 2. That the City Council hereby authorizes the City Manager the authority to enter into the debt financing arrangement at the not to exceed levels as defined in Section 1.

PRESENTED and ADOPTED this 7th day of December, 2020.

Julie Moore Wolfe, MAYOR

ATTEST:

CITY CLERK

Police Department

DATE: 11/30/2020

MEMO: 20-14

TO: The Honorable Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
James E. Getz Jr., Chief of Police

SUBJECT: Central Illinois Regional Dispatch Center (CIRDC) 2021 Invoice

SUMMARY RECOMMENDATION:

It is recommended that the 2021 CIRDC annual invoice for dispatch services provided to the Decatur Police Department and the Decatur Fire Department, at a total cost of \$1,868,993.59, be approved and paid. The invoice is scheduled to be paid in quarterly installments. The breakdown of the 2021 invoice for user fees for the City of Decatur are as follows:

Decatur Police Department	\$1,554,496.47
Decatur Fire Department	\$314,497.12

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) to begin providing dispatch services to the City of Decatur Police Department and Fire Department on January 1, 2018. The CIRDC user fees are based on calls for service for each user agency. The Decatur Police Department and the Decatur Fire Department are the largest police and fire user agencies served by the CIRDC.

PRIOR COUNCIL ACTION:

There has been no prior Council action related to this invoice. The 2020 CIRDC invoice was approved under Resolution 2019-206. The recommended 2021 budget anticipates these fees.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES:

N/A

STAFF REFERENCE: James E. Getz Jr., Chief of Police, 424-2745, jgetzjr@decaturil.gov and Bradley D. Allen, Lieutenant, 424-2740, ballen@decaturil.gov

BUDGET/TIME IMPLICATIONS:

The CIRDC invoice has been budgeted for the 2021 fiscal year.

COPY: N/A

ATTACHMENTS:

Description	Type
Cover Memo	Cover Memo
Staff Report	Backup Material
Council Resolution	Resolution Letter
CIRDC Invoice - Exhibit A	Exhibit
CIRDC Budget - Exhibit B	Exhibit
CIRDC User Fees - Exhibit C	Exhibit

DATE: 11/30/2020

MEMO: 20-14

TO: The Honorable Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
James E. Getz Jr., Chief of Police

SUBJECT: Central Illinois Regional Dispatch Center (CIRDC) 2021 Invoice

PURPOSE: The purpose of this memorandum is to request the expenditure of funds to the CIRDC for the 2021 invoice for dispatch services rendered to the Decatur Police Department and the Decatur Fire Department.

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) to begin providing dispatch services to the City of Decatur Police Department and Fire Department on January 1, 2018. The CIRDC user fees are based on calls for service for each user agency. The Decatur Police Department and the Decatur Fire Department are the largest police and fire user agencies served by the CIRDC.

RECOMMENDATION: It would be the recommendation of staff that the 2021 CIRDC annual invoice for dispatch services provided to the Decatur Police Department and the Decatur Fire Department, at a total cost of \$1,868,993.59, be approved and paid. The invoice is scheduled to be paid in quarterly installments. The breakdown of the 2021 invoice for user fees for the City of Decatur are as follows:

Decatur Police Department	\$1,554,496.47
Decatur Fire Department	\$314,497.12

ATTACHMENTS: 2021 CIRDC Invoice
2021 CIRDC Budget
2021 CIRDC User Fees

PRIOR COUNCIL ACTION: There has been no prior Council action related to this invoice. The 2020 CIRDC invoice was approved under Resolution 2019-206.

POTENTIAL OBJECTIONS: None Anticipated

BUDGET/TIME IMPLICATIONS: The CIRDC invoice has been budgeted for the 2021 fiscal year.

STAFF REFERENCE: James E. Getz Jr., Chief of Police
424-2745, jgetzjr@decaturil.gov

Bradley D. Allen, Lieutenant
424-2740, ballen@decaturil.gov

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton

From: Lt. Brad Allen

Subject: User fees for the Central Illinois Regional Dispatch Center for the year 2021

BRIEFING ITEM

RECOMMENDED ACTION:

Approve by resolution the payment of the 2021 user fees for the Decatur Police Department and the Decatur Fire Department to the Central Illinois Regional Dispatch Center.

BACKGROUND:

On June 5, 2017, under Resolution 2017-76, the City Council approved the City of Decatur entering into an Intergovernmental Agreement with the Central Illinois Regional Dispatch Center (CIRDC) to begin providing dispatching services to the City of Decatur Police and Fire Departments on January 1, 2018.

The user fees for the CIRDC are based on calls for service for each user agency. The Decatur Police Department and the Decatur Fire Department are the largest police and fire user agencies served by the CIRDC.

The user fees are billed annually but paid quarterly to the CIRDC. The user fees due in 2021 have been budgeted for and are to go before the Council on December 7, 2020 for approval. The first quarterly payment for 2021 is due on January 15, 2021.

ATTACHMENTS:

Exhibit A – CIRDC 2021 Invoice
Exhibit B – CIRDC 2021 Budget
Exhibit C – CIRDC 2021 User Fees

RESOLUTION NO. R2020-_____

**RESOLUTION AUTHORIZING PAYMENT OF THE 2021 CENTRAL ILLINOIS
REGIONAL DISPATCH CENTER INVOICE -- USER FEES FOR THE DECATUR
POLICE DEPARTMENT AND 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 2021 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 \$1,868,993.59 for the period of January 1, 2021 and expiring December 31, 2021; to be paid in quarterly installments.

PRESENTED, PASSED, APPROVED and RECORDED this 7th day of December 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



INVOICE

1078 W. Rotary Way
Decatur, IL 62521
Phone 217-424-1002

October 1, 2020

TO

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

Description	Amount
CIRDC 2021 user fees:	
City of Decatur DPD	\$1,554,496.47
City of Decatur DFD	\$314,497.12

-Will be billed quarterly

Due on January 15, 2021	-	\$467,248.39
Due on April 15, 2021	-	\$467,248.40
Due on July 15, 2021	-	\$467,248.40
Due on October 15, 2021	-	\$467,248.40

Total	\$1,868,993.59
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Make all checks payable to **Central Illinois Regional Dispatch Center**.

If you have any questions concerning this invoice, contact Lisa Hilbrick | lhilbrick@cirdc.org

THANK YOU!

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PERSONNEL SERVICES

COMM CNTR SALARIES	\$1,647,204.33
OVERTIME	\$100,000.00
TRAINING OVERTIME	\$0.00
PAYROLL BENEFITS	\$562,957.22
PAYROLL TAXES	\$140,342.34
ADMINISTRATION FEES	\$7,500.00
GENERAL LIABILITY	\$45,000.00
WORK COMP	\$4,900.00
TOTALS	\$2,507,903.89

OPERATING EXPENSES

FACILITIES CLEANER	\$12,000.00
FACILITIES CLEANING SUPPL	\$8,000.00
GARBAGE SERV	\$800.00
GENERATOR FUEL & MAINT	\$5,000.00
GROUNDS MAINT	\$12,000.00
INTERNET	\$8,700.00
PEST CONTROL	\$1,200.00
POWER BILL	\$16,000.00
UPS	\$0.00
WATER	\$1,000.00
RADIO	
5 PORT. RADIOS	\$0.00
5 PORT. RADIOS	\$0.00
RADIO EQUIP.	
MAINT. AGREEMENTS	\$61,825.66
STARCOM T-1	\$0.00
TOWER MAINT.	\$5,000.00
TELEPHONE	
CELLULAR FEES	\$3,500.00
USAGE FEES	\$2,500.00
Equipment	\$500.00
OFFICE	
Auditing	\$12,000.00
Copiers/Printers	\$2,000.00
Equipment	\$2,000.00
Legal	\$12,000.00
Office Supplies	\$3,000.00
COMM CENTER	
CAD Software	\$68,000.00
Maintenance	\$7,500.00
Freedom App	\$0.00
MDM	\$0.00
Comm Equip & Software	\$7,500.00
Contractual Asst	\$1,000.00
License Renewals	\$5,000.00
FURNITURE	
Maint.	\$1,000.00
TRAINING EXPENSES	
PROF. MEMBERSHIP FEES	\$1,000.00
ADMIN TRAINING	\$5,000.00
TRAINING	\$10,000.00
TOTALS	\$275,025.66
PERSONNEL SERVICES	\$2,507,903.89
OPERATING EXPENSES	\$275,025.66
RESERVE/EQUIP REPLACEMENT	\$177,800.00
TOTAL Projected Budget	\$2,960,729.55

2021 Proposed Budget
CIRDC User Fee Breakdown

Total Budget	\$2,960,729.55
2020 Budget Rollover	\$155,000.00
ETSB Annual Reimb. For NICE Console SUA	\$25,250.04
ETSB Financial Contribution	\$125,000.00
Contracted Fees Due	\$1,000.00
	\$2,679,729.55

Other	Fees
Richland Comm College PD	1,000.00
Total Fees Due	\$1,000.00

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

	<u>CALLS FOR SERVICE</u>		<u>%</u>	<u>COST</u>	<u>2018-19 Costs</u>	<u>Diff</u>
	<u>2019-20</u>	<u>2018-19</u>				
Argenta FD	380	518	0.40%	\$10,816.26	13,175.91	-\$2,360
Blue Mound FD	196	151	0.21%	\$5,578.92	3,840.85	\$1,738
Blue Mound PD	326	n/a	0.35%	\$9,279.22	1,000.00	\$8,279
Cerro Gordo FD	103	96	0.11%	\$2,931.78	2,441.87	\$490
Cisco FD	22	23	0.02%	\$626.20	585.03	\$41
Decatur FD	11049	11234	11.74%	\$314,497.12	285,749.30	\$28,748
Decatur PD	54613	58042	58.01%	\$1,554,496.47	1,476,362.89	\$78,134
Harristown FD	249	234	0.26%	\$7,087.50	5,952.05	\$1,135
Hickory Point FD	577	595	0.61%	\$16,423.64	15,134.49	\$1,289
Long Creek FD	781	767	0.83%	\$22,230.27	19,509.50	\$2,721
Macon County Probation	461	771	0.49%	\$13,121.84	19,611.24	-\$6,489
Macon County Sheriff	20608	30277	21.89%	\$586,583.11	770,129.20	-\$183,546
Maroa FD	259	215	0.28%	\$7,372.14	5,468.76	\$1,903
Maroa PD	601	559	0.64%	\$17,106.78	14,218.79	\$2,888
Millikin University Police	94	184	0.10%	\$2,675.60	4,680.24	-\$2,005
Mt. Zion FD	562	602	0.60%	\$15,996.69	15,312.54	\$684
Mt. Zion PD	1230	1466	1.31%	\$35,010.54	37,289.34	-\$2,279
Niantic FD	144	163	0.15%	\$4,098.79	4,146.09	-\$47
Oreana PD	109	138	0.12%	\$3,102.56	3,510.18	-\$408
Park Dist. PD	769	921	0.82%	\$21,888.70	23,426.66	-\$1,538
Richland PD	17	n/a	n/a		1,000.00	-\$1,000
So. Macon FD	210	213	0.22%	\$5,977.41	5,417.89	\$560
So. Wheatland FD	232	248	0.25%	\$6,603.61	6,308.16	\$295
Warrensburg FD	230	232	0.24%	\$6,546.69	5,901.18	\$646
Warrensburg PD	340	328	0.36%	\$9,677.71	8,277.05	\$1,401
Total CFS	94,145	107,977	100.00%	\$2,679,729.55	2,770,940.83	

\$28.46

City Clerk

DATE: 12/3/2020

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing City Manager to Negotiate Terms and Execute an Agreement for Creation of a Healthcare Clinic to Service Participants in the City's Healthcare Benefit Plan with Paladina Health, LLC, DBA Activate Healthcare

SUMMARY RECOMMENDATION:

The Resolution and supporting documentation for this agenda item will be distributed to the Decatur City Council and posted to the city's website on Friday, December 4, 2020.

ATTACHMENTS:

Description	Type
Memo-Creation of an Employee Health Clinic	Cover Memo
Resolution Authorizing City Manager to Negotiate Terms-Healthcare Clinic	Resolution Letter
Revised Specifications for City Employee Clinic	Backup Material
RFP Financial Analysis	Backup Material

December 3, 2020

TO: Mayor & City Council
FROM: Scot Wrighton, City Manager
RE: Creation of an Employee Health Clinic

The city staff has been studying the feasibility of establishing an employee health clinic for several years. It picked up momentum as an intergovernmental initiative; and even though other area local governments have so far not chosen to join such a project, several are watching the city's deliberations to see if it will make sense for them to join at a later date.

The purpose of an employee clinic is to reduce the total dollars spent on group health benefits (currently about \$10 annually), while simultaneously improving the health of employees and their dependents. While any partially self-insured program (like the city of Decatur's) includes costs for excess insurance premiums, third party administration fees, brokerage costs and commissions; approximately 90% of the city's medical program costs are comprised of claims paid to doctors, clinics, hospitals, pharmaceutical companies, specialists and laboratories. The idea of an employee clinic proceeds from the following general assumptions:

1. If we can improve the health of our covered employees and their dependents, then the city can reduce claims, and thereby reduce costs.
2. Employees will be more willing to participate if the clinic service is holistic in its approach, de-emphasizes "fee-for-service" structures, can be accessed quickly and when needed, gains more efficient access to the most common pharmaceuticals and lab procedures via the clinic, and provides services without deductibles and co-pays.
3. The costs of staffing and supplying an employee clinic should substantially exceed the savings from health improvement, early intervention and early detection, as well as reduced referrals, and by combining several traditional medical services in one place.

In a city like Decatur, that hosts two regional hospital corporations, and where nearly a third of city employees do not have a primary care physician(PCP), we believe it was also important to create an employee health clinic that can serve as a regular primary care service, but do so without forcing participants to change their long-held and historic loyalties to one of the local hospitals. So two other assumptions are;

4. Brand, locate and market the employee clinic in such a manner that it was not captive to, or located on the campus of, either of the local hospitals; and
5. Incentivize employees to visit the employee clinic so that needed medical care is not deferred or delayed until health situations become more serious, which should also reduce the frequency of emergency room or urgent care facility visits where the costs are higher than they would be if attended by a primary care physician and his/her staff.

The city prepared a request for proposals(RFP) that reflected these assumptions (see attached). On September 21, 2020, the City Council conducted a study session to explore this initiative in greater detail. At the September study session, the council discussed the holistic wellness model envisioned by the RFP, and agreed to move forward with the model outlined in the RFP. The city received three clinic proposals, one from DMH, one from HSHS, and one from Activate. The DMH proposal did not meet the city's preferred model or its specifications; both the HSHS and the Activate proposal largely conformed to the city's RFP.

As a part of this analysis, the city of Decatur examined other markets in which similar sized governments (and other employers) created employee clinics where employees and their families could take greater charge of their individual health care and their health care costs. What we found is that when employees and their dependents could access certain services at a shared location quickly and without co-pays and deductibles, they would generally seek care sooner, and over time the health and wellness indicators of the group improved (which resulted in significant reductions in claims). While some employee clinics are not staffed by physicians to reduce program costs, we discovered that physician-led employee clinics increased overall savings (despite the higher program costs) because a physician's additional training and skills reduce referrals to outside specialists. In the case of a proposed Decatur employee clinic, we believe that more people would be comfortable using the clinic doctor as their PCP (especially those without a PCP) if the services were physician led.

Participation by a large percentage of the employee population is critical to success. We believe we will achieve high participation levels for several reasons: 1) City staff conducted a survey of employees where it was reported that a physician-led clinic with a neutral location would, beginning in the first year, be visited by more than seventy four percent (74%) of employees; 2) Both Activate and HSHS estimated that city employees will save about \$250,000 per year in out-of-pocket deductibles, co-pays and other employee medical costs by utilizing the employee clinic; 3) the city can consolidate some of its current recruitment screening and occupational medicine functions with the clinic, and utilize other incentives; and 4) representatives of some employee groups and our internal wellness team report that they are looking forward to having access to the clinic (one of these will speak at the Monday night meeting).

The potential effectiveness of an employee clinic in Decatur is of interest to others outside of government. In the months since the city decided to pursue the clinic project on its own, Activate Healthcare and the city's broker have been contacted by the East Central Illinois Pipe Trades organization—who have nearly 500 members in the Decatur area who would like to join and access an employee clinic operated by the city to obtain the same employee wellness and cost reduction benefits. In short, there is pent-up demand for this service if sufficient numbers of participants can be assembled to create critical mass and return on investment.

If approved, the proposed clinic will have a low start-up cost, because it will be located in a recently remodeled former medical clinic building currently leased by Crossing Healthcare on North Water Street, south of East Packard—and recently vacated by Crossing (the city would sub-lease), even though several years remain on the Crossing lease.

Also attached is an estimate of the comparative five-year costs of operating the clinic, and the projected savings the city can expect from both the Activate and the HSHS proposals. In analyzing the Activate and HSHS proposals, we have assumed the same employee participation rates for both; applied the same facility start-up costs; and the same savings from combining workers compensation, occupational health, pre-employment physicals and current recruitment testing services. Where the proposals differ is on their respective clinic costs, and how they calculate the savings that will occur through reduced referrals, early disease detection and intervention, bulk acquisition/processing savings related to lab services and pharmaceuticals distribution, and estimated claims reductions from counseling and lifestyle behavior changes. The HSHS proposal focuses on the mostly fee-for-service procedures where they can obtain discounts and efficiencies leveraged by their position as a regional health provider. Whereas, Activate attempts to include all health services and costs in their analysis. Activate's lower clinic cost is fairly objective, but estimating savings from referrals, behavior interventions, early detection, and other strategies is more subjective and are based on the experience of other clinics in other cities.

At the September 21 study session, an assessment tool was discussed for evaluating RFP-compliant proposals. Based on this criteria, it is recommended that the City Council authorize the city manager to execute an agreement with Activate, and that the agreement conforming to the RFP and this report, and which includes a provision allowing the city to exit the contract after one year if employee participation (or other entity participation rates) don't at least cause the venture to break even and begin creating a net savings to the city.

This recommendation is based on the following: Activate has more experience in running and operating employee clinics exactly as it has been outlined in the city's RFP; they have a lower clinic operating cost; they have identified a Macon County physician familiar with local health care to head the clinic who embraces the care model articulated in the city's RFP (which would probably allow clinic start-up to occur faster); Activate's plan for dispensing of generic pharmaceuticals is more robust than the HSHS proposal; Activate can, soon after starting up the city of Decatur clinic, bring other employers to the clinic that would reduce the overall cost to the city (starting with the Pipe Trades Union); and the projected financial savings to the city with the Activate proposal over a five-year period are significantly more advantageous for the city of Decatur.

RESOLUTION NO. R2020 - _____

**RESOLUTION AUTHORIZING CITY MANAGER TO NEGOTIATE TERMS AND
EXECUTE AN AGREEMENT FOR CREATION OF A HEALTHCARE CLINIC TO
SERVICE PARTICIPANTS IN THE CITY'S HEALTHCARE BENEFIT PLAN WITH
PALADINA HEALTH, LLC, DBA ACTIVATE HEALTHCARE**

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

Section 1. That the City is in need of a healthcare clinic.

Section 2. That the City Manager be, and is hereby, authorized to negotiate contractual terms and conditions and execute all necessary documentation to create and deploy the healthcare clinic, in accordance with the City's September 21, 2020 RFP.

PRESENTED AND ADOPTED THIS 7th day of December, 2020.

Julie Moore Wolfe
Mayor

ATTEST:

Kimberly Althoff, City Clerk

Revised specifications for city employee clinic.

1. Primary care provided by one (1) MD {or D.O.}, assisted by any combination of NP/PAs and medical office assistants at staffing levels that the contract provider considers appropriate to serve an initial population of 500 employees, plus approximately 1000 dependents at a clinic site provided by the city, at a location determined by the city and not on the campuses of either of the regional hospitals in Decatur, Illinois. The city may negotiate with the contract provider to add additional staffing if the patient population increases by more than fifteen percent (15%). Healthcare services shall include primary care, selected laboratory services, selective preventive care, selective occupational health care, limited pharmacy, chronic condition management and referrals to local and regional providers of other services (and management of the same).
2. Primary care shall include, but shall not be limited to, the following services: minor eye conditions, ENT infections, respiratory infections, gastrointestinal disorders, sprains/strains, urinary problems, skin rashes/lesions, burn treatment, minor fractures, minor in-office surgery, contusions/lacerations, and disease management.
3. Selected laboratory services shall include, but shall not be limited to, the following: point-of-care results, and Lab draw stations.
4. Preventative care shall include, but shall not be limited to, the following services: health risk assessments, wellness exams, preventative screenings (for hypertension, metabolic health, male and female cancers, diabetes, depression, musculoskeletal conditions), lifestyle management, health coaching, and group counseling.
5. Occupational health care shall include, but shall not be limited to, the following services: initial injury exam, contact dermatitis, substance abuse, medical exams for job pre-placement, medical exams for return to work assessments, fitness for duty determinations, occupation testing (drugs, alcohol, pulmonary,audiometry,sleep apnea), and referral to specialty occupational evaluations as required by the city.
6. Limited pharmacy services shall include, but shall not be limited to, the following services: In-clinic dispensing of the top 50 most prescribed maintenance drugs.
7. Chronic condition management services shall include, but shall not be limited to, management of the following: hypertension, diabetes, COPD/asthma, coronary artery disease, depression,anxiety, arthritis, and degenerative spine disease.
8. The clinic will be open at least forty (40) hours a week at times mutually established by the contract provider and the city based on the needs and schedules of employees and their dependents.

9. The contract provider shall provide healthcare services focused on the whole person for a PMPM on PEPM fixed monthly fee, and not on a fee-for-service basis, with an emphasis on overall wellness outcomes for the entire patient population. Consequently, the contract provider will provide aggregated monthly reporting showing the overall health of the group over time that verify the health clinic is identifying illness sooner, getting to root causes, reducing complications, engaging in continuous patient education, and generally managing care to identify issues, through biometric trend reporting, in advance, to improve overall physical and mental health.
10. Eligible patients will pay no deductibles or co-pays or other clinic fees.
11. The contract provider will meet quarterly with the city's employee healthcare advisory committee to discuss additional ways the clinic can meet the group's wellness and patient education needs.

For additional information contact: Gregg Zientara
City of Decatur

City of Decatur, Illinois
Healthcare Clinic Proposal Financial Analysis

	Year 0 Pre Clinic	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Total	Comment
Activate Healthcare Proposal								
Projected Clinic Costs								
Start-up expenses	130,400							
City cost of clinic		703,076	728,566	754,947	782,252	810,513	3,909,754	
Projected Clinic Utilization		75%	78%	81%	84%	87%		
Projected Healthcare Savings		790,180	1,018,446	1,257,648	1,562,384	1,898,629	6,527,287	
Projected Other Savings		114,825	118,095	121,700	125,650	129,400	609,670	
Total Projected Healthcare Savings		905,005	1,136,541	1,379,348	1,688,034	2,028,029	7,136,957	
Net Savings versus cost	(130,400)	201,929	407,975	624,401	905,782	1,217,516	3,227,203	

HSHS LeadWell Proposal								
Projected Clinic Costs								
Start-up expenses	130,400							
City cost of clinic		861,538	897,766	935,253	974,064	1,014,260	4,813,281	
Projected Clinic Utilization		75%	78%	81%	84%	87%		
Projected Healthcare Savings		855,393	914,517	976,282	1,040,789	1,108,143	4,895,124	
Projected Other Savings		114,825	118,095	121,700	125,650	129,400	609,670	
Total Projected Healthcare Savings		970,218	1,032,612	1,097,982	1,166,439	1,237,543	5,504,794	
Net Savings versus cost	(130,400)	108,680	134,846	162,729	192,375	223,283	691,513	

COUNCIL MEMORANDUM

NO. 2020-47

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Richelle D. Irons, Neighborhood Services Manager
Community Development Department

SUBJECT: 2020 City-wide Cleanup Summary

DATE: December 7, 2020

In early 2015, the Decatur City Council directed city staff to utilize the Neighborhood Improvements fund to organize City-wide cleanup initiatives.

During 2020, three (3) City of Decatur-sponsored cleanups were held on June 3rd, September 24th and October 24th. All cleanups were held in the Decatur Civic Center parking lot. Residents were allowed to dispose of large items, i.e. mattresses, furniture, excess garbage and tires free of charge.

A special thank you to: Advanced Disposal for the donation of 20 roll-offs for the year and rendering their services, Earth Services for disposing of tires, the Decatur Civic Center, and City staff that volunteered their time to assist with the success of these events.

Below is a chart of tonnage and tire totals along with the total spent for each cleanup. Please note that although we held only three (3) cleanups, the amount of trash collected increased by over 80,000 pounds. Included are 2019 totals for a comparison.

2020 City-wide Cleanup

	# Tires	Tonnage	Total Spent
June 3rd	645	44.37/30 loads	\$7,804.83
September 24th	48	49.50/35 loads	\$7,727.64
October 24th	109	44.57/31 loads	\$7,072.68
Totals	802	138.44/96 loads	\$22,605.15
		276,880 lbs of trash	
(4 events) 2019	1118	96.32/79 loads 192,640 lbs of trash	\$17,597.73

Any additional questions contact Richelle D. Irons at 217-424-2864 or rirons@decaturil.gov.