



**Monday, August 2, 2021
5:30 PM
City Council Chambers**

CITY COUNCIL AGENDA

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 July 12, 2021 City Council Study Session

Approval of Minutes of July 19, 2021 City Council Meeting

IV. Unfinished Business

V. New Business

1. Ordinance Amending Budget for Fiscal Year 2021
2. Resolution Authorizing Execution of a Grant Agreement with Dove, Inc. for the Distribution of Rent, Mortgage and Utility Assistance to Eligible Recipients
3. Resolution Authorizing Execution of Grant Agreement with Illinois Department of Transportation for FY 2022 Transit Operating Assistance (DOAP)
4. Resolution Authorizing the Purchase of Rifles for the Decatur Police Department Emergency Response Team
5. Resolution Authorizing the Execution of an Intergovernmental Agreement between the County of Macon and the City of Decatur for Distribution of 2020 Byrne Justice Assistance Grant Program Funds
6. Resolution Authorizing the Execution of an Intergovernmental Agreement between the County of Macon and the City of Decatur for Distribution of 2021 Byrne Justice

Assistance Grant Program Funds

7. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for Country Club and Airport Road Reconstruction, City Project 2021-33
8. Resolution Approving Reappointment - Construction and Housing Board of Appeals

VI. Other Business

VII. Adjournment

ATTACHMENTS:

Description

Study Session Minutes of July 12, 2021

Type

Backup Material

CITY COUNCIL STUDY SESSION
Monday, July 12, 2021

On Monday, July 12, 2021, the City Council of the City of Decatur, Illinois, met in Study Session at 5:30 p.m., in the City Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for a Study Session on Water Supply, Water Treatment and Water Distribution Issues.

City Manager Scot Wrighton introduced the four (4) points of the presentation: Watershed Management, Water Supply, Water Treatment and Water Distribution.

Mr. Amrou Atassi and Mr. Mark White with CDM Smith Consulting gave a presentation and recommendation on proposed improvements to the city's water treatment and distribution systems over the next 30 years.

Mr. Allen Wehrmann with Intera answered questions from City Council members regarding improvements to water treatment and distribution.

Mr. Bill Faber exited the Council Chambers at 6:28 p.m. and returned at 6:31 p.m.

With no further discussion, Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Dwayne Bobbitt and Lorraine Walker.

With the conclusion of the Study Session, Mayor Moore Wolfe called for adjournment.

Councilman Kuhle moved the Council meeting be adjourned; seconded by Councilman Horn and on call of the roll, Council members Bill Faber, Ed Culp, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council Study Session adjourned at 7:19 p.m.

Approved: _____
Angela Harper
Deputy City Clerk

ATTACHMENTS:

Description

Minutes of July 19, 2021 City Council Meeting

Type

Backup Material

CITY COUNCIL MINUTES
Monday, July 19, 2021

On Monday, July 19, 2021, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the City Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Pro Tempore Lisa Gregory presided, together with her being Council members Ed Culp, David Horn, Chuck Kuhle, Rodney Walker and Bill Faber. Mayor Julie Moore Wolfe was absent. Mayor Pro Tempore Gregory declared a quorum present.

Mayor Pro Tempore Gregory led the Pledge of Allegiance.

Mayor Pro Tempore Gregory called for Appearance of Citizens and the following citizens provided comments to the Council: Don Carmichael, Marty Watkins, Bruce Bullamore, Justin Phillips, Jamie Snoke, Shelley Kretsinger, Michele Earles, Holly Closen, Tara Daniels and Glen Schwass.

With no other Appearance of Citizens, Council responded to citizens' comments.

Mayor Pro Tempore Gregory called for Approval of the Minutes.

The minutes of the July 6, 2021, Regular City Council Meeting were presented. Councilman Kuhle moved the minutes be approved as written; seconded by Councilman Horn and on call of the roll, Council members Ed Culp, David Horn, Chuck Kuhle, Rodney Walker, Bill Faber and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

With no Unfinished Business, Mayor Pro Tempore Gregory called for New Business.

City Manager Scot Wrighton presented the Treasurer's Financial Report and answered questions from Council regarding staffing levels.

2021-40 Ordinance Annexing Territory Southwest Corner of Mound Road and Brush College Road, was presented. Councilman Kuhle moved the Ordinance do pass, seconded by Councilman Horn.

City Manager Wrighton gave a brief overview of the Ordinance.

Councilman Faber exited the Council Chambers at 6:23 p.m.

Upon call of the roll, Council members Ed Culp, David Horn, Chuck Kuhle, Rodney Walker and Mayor Pro Tempore Gregory voted aye. Councilman Faber was absent. Mayor Pro Tempore Gregory declared the motion carried.

2021-41 Ordinance Rezoning Property from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District – Property Located at the Southwest Corner of Mound Road and Brush College Road, was presented. Councilman Kuhle moved the Ordinance do pass, seconded by Councilman Horn.

Councilman Faber returned to the Council Chambers at 6:26 p.m.

Planning and Development Manager Greg Crowe answered questions from Council regarding zoning regulations for annexed properties.

City Manager Wrighton answered questions from Council regarding dual fire protection districts.

Upon call of the roll, Council members Ed Culp, David Horn, Chuck Kuhle, Rodney Walker, Bill Faber and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

2021-42 Ordinance Rezoning Property from R-6 Multiple Dwelling District to O-1 Office District - 271 East Grand Avenue, was presented. Councilman Kuhle moved the Ordinance do pass, seconded by Councilman Horn.

Planning and Development Manager Greg Crowe gave a brief overview of the Ordinance.

Upon call of the roll, Council members Ed Culp, David Horn, Chuck Kuhle, Rodney Walker, Bill Faber and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

R2021-124 Resolution to Appropriate Motor Fuel Tax Funds to Pay for an Authority to Work Agreement with AT&T to Improve the Brush College Over Faries Parkway Grade Separation by Municipality Under the Illinois Highway Code City Project 2009-33 Section 09-00933-01-BR, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

Public Works Director Matt Newell gave a brief overview of the Resolution and answered questions from Council concerning project costs.

City Manager Wrighton answered questions from Council regarding Motor Fuel Tax allocations.

Upon call of the roll, Council members Ed Culp, David Horn, Chuck Kuhle, Rodney Walker, Bill Faber and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

R2021-125 Resolution Authorizing an Authority to Work Agreement With AT&T to Relocate a Terminal Box for the Brush College Road Grade Separation Project, City Project 2009-33 Section 09-00933-01-BR, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

Upon call of the roll, Council members Ed Culp, David Horn, Chuck Kuhle, Rodney Walker, Bill Faber and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

R2021-126 Resolution to Appropriate Motor Fuel Tax Funds to Pay for a Construction Maintenance Agreement with the Illinois Central Railroad Company to Improve the Brush College over Faries Parkway Grade Separation by Municipality Under the Illinois Highway Code, City Project 2009-33 Section 09-00933-01-BR, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

Upon call of the roll, Council members Ed Culp, David Horn, Chuck Kuhle, Rodney Walker, Bill Faber and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

R2021-127 Resolution Authorizing a Construction Maintenance Agreement with the Illinois Central Railroad Company for Construction Work for the Brush College Road Grade Separation Project, City Project 2009-33 Section 09-00933-01-BR, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

Upon call of the roll, Council members Ed Culp, David Horn, Chuck Kuhle, Rodney Walker, Bill Faber and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

R2021-128 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for the 2021 Storm Drainage Improvement Project City Project 2021-30, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members Ed Culp, David Horn, Chuck Kuhle, Rodney Walker, Bill Faber and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

R2021-129 Resolution Accepting Bodine Electric Change Order #1 related to the Original Bid for Underground Fiber Construction of Fiber Extensions, Resolution # R2021-73, to Provide a City Fiber Extension into the Millikin Heights Neighborhood, 2021 Fiber Project Number ITFIBER-01, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave a brief overview of the Resolution and answered questions from Council regarding the application process for those interested in connecting to the city fiber system.

Upon call of the roll, Council members Ed Culp, David Horn, Chuck Kuhle, Rodney Walker, Bill Faber and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

R2021-130 Resolution Authorizing the Execution of a Grant Agreement with the Federal Transit Administration for Federal Share of Annual Transit Operating Funds, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave a brief overview of the Resolution.

Upon call of the roll, Council members Ed Culp, David Horn, Chuck Kuhle, Rodney Walker, Bill Faber and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

R2021-131 Resolution Authorizing the Purchase of Four Paratransit Vehicles from Midwest Transit Equipment Inc. from State Contract, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

Deputy City Manager Jon Kindseth gave a brief overview of the Resolution.

Upon call of the roll, Council members Ed Culp, David Horn, Chuck Kuhle, Rodney Walker, Bill Faber and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

With no other New Business, Mayor Pro Tempore Gregory called for Consent Calendar Items A. through C. and asked if any Council member wished to remove an item from the Consent Calendar. No Council member wished to remove an item from the Consent Calendar. The Clerk read items A. through C.:

Item A. R2021-132 Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Rush Truck Centers for the Purchase of Two (2) 2022 International Single Axle Dump Trucks

Item B. R2021-133 Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Rush Truck Centers for the Purchase of One (1) 2022 International Tandem Axle Dump Truck with Plow and Spreader

Item C. R2021-134 Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Rush Truck Centers for the Purchase of One (1) 2022 International Tandem Axle Dump Truck

Councilman Kuhle moved Items A. through C. be approved by Omnibus Vote; seconded by Councilman Horn, and on call of the roll, Council members Ed Culp, David Horn, Chuck

Kuhle, Rodney Walker, Bill Faber and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

With no other New Business, Mayor Pro Tempore Gregory called for Other Business.

Councilman Rodney Walker announced his resignation from the City Council effective July 20, 2021.

City Manger Wrighton discussed the process for filling the vacant City Council seat.

With no Other Business, Mayor Pro Tempore Gregory called for adjournment.

Councilman Faber moved the Council meeting be adjourned; seconded by Councilman Kuhle and on call of the roll, Council members Ed Culp, David Horn, Chuck Kuhle, Rodney Walker, Bill Faber and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

Mayor Pro Tempore Gregory declared the regular Council meeting adjourned at 7:05 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Ordinance Amending Budget for Fiscal Year 2021

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance

July 29, 2021

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager 

RE: Ordinance Amending FY 2021 Budget, Allocation of CURE/ARP and other Unanticipated Revenues, Assignment of New Expenditure Categories

On May 14 and July 6 of this year, the City Council discussed and gave direction to staff about how it wanted to allocate reimbursed General Fund revenues from CURE payments, and the 2021 installment of ARP funding. These comparatively large changes to the current budget are the primary subject of the amending ordinance now presented for council action. The proposed ordinance reflects the direction provided by the City Council on May 14 and July 6, 2021 concerning the use of reimbursed CURE funds and ARP funds.

First, regarding ARP, after including the uses tentatively approved by the City Council during previous meetings, more than \$1.7 million remains unallocated. This number differs from the expected remainder because the amount of ARP revenue replacement is less than expected. The amount of revenue loss reported to the City Council during the pandemic reflected the 2020 budget shortfall. But the Treasury Department's replacement revenue calculation method requires that the claimed amount be based on the difference between the 2019 and 2020 actual revenues. In short, the unallocated ARP monies increased because we are claiming less revenue replacement. It is recommended that this unallocated amount remain in ARP Fund 99 and in reserve until the City Council determines other ARP-eligible uses for these funds.

Second, regarding reimbursed CURE funds, the city received \$3,140,263 in CARES State distributions ear-marked for local government. In May, I projected that about one-third of this amount would be spent on COVID eligible expenses that were not included in the budget, and that the other two-thirds was to be returned to the city as reimbursed public safety payroll costs and could thereafter be re-allocated. In fact, we now estimate that COVID expenses will be \$1,437,726 (45% instead of 33% of the total). This means that reimbursed General Fund costs available for reallocation are \$1,702,537. In May, the council directed that these monies be reallocated one-half to land acquisition/derelict building demolition/& site clearing, one-quarter to fire station and other equipment costs, and one-quarter to rebuilding General Fund reserves. I have altered this distribution slightly in the proposed ordinance because funds have been set aside in both the CURE reimbursement and ARP reimbursement for equipment costs and fire station costs in the amount of \$850,000 in the aggregate, and because ARP-funded one-time public safety expenses will include some capital and equipment expenses. An additional allocation for demolition/land acquisition and clearing costs is set at \$1 million, with the remainder to be applied to improving the General Fund reserve.

ARP monies cannot be used for demolition, clearing and property acquisition. CURE reimbursements *can* be used for demolition, clearing and property acquisition, as can re-purposed ARP monies used for revenue replacement. So the total amount of ARP and CURE monies to be applied to neighborhood revitalization in the proposed ordinance is:

\$1,000,000 from CURE reimbursements for demo/land/clearing
\$1,074,608 from ARP revenue replacements for demo/land/clearing
\$2,000,000 for housing assistance programs (ARP year #1 only)
\$4,074,608 TOTAL

It is proposed that the remaining \$1 million in ARP revenue replacement be allocated in equal measure to deferred equipment replacement (\$500,000) in all operations departments, and for one-time expenses in the Police and Fire Department (\$500,000).

The \$9 million allocation for water and sewer has been divided between two projects: the South Water Treatment Plant ClariCones and westside sewer separation projects.

The proposed budget amendment also includes authorization for expenditure of \$1,190,000 for relief funds that were awarded to external small business recipients by the CARES Act. These grant funds have already been distributed to recipients in accordance with the conditions of the council-approved grant agreement.

The proposed ordinance, and the strategy outlined by this memo, provide funds where the City Council has informally directed them; but it also sets aside a significant amount of Federal Relief monies for future uses where the entire council has not yet determined whether and to what extent they want to provide additional assistance using ARP funds.

The city of Decatur now operates under the Budget Ordinance provisions of State Statute. This gives the City Council more flexibility in the management of its budget, and it is no longer necessary to approve an appropriations ordinance. Instead, the adopted budget provides authorization for both expenditures and revenues in one balanced document. One feature of this flexibility is that over-expenditures in departmental line items can be offset by under-expenditures in the same departmental budget, so long as these variances are reconciled before the end of each fiscal year. So every December, the City Council's agenda now includes a budget reconciliation ordinance. This will occur in December 2021 as well, despite council action now on an ordinance to formally amend the budget, because year-end budget reconciliation adjusts comparatively small changes to the budget prior to the end of the fiscal year. But the City Council should still act to formally amend the 2021 budget when large structural changes in the city's financial plan are required, so that the proper council authorizations are in place.

City of Decatur
Budget Ordinance Amendment
2021

Available Funding Note				Already Committed	Available
	\$ 16,911,068		ARP funding	-	16,911,068.00
		\$ 1,437,726	CURES grant spending	1,437,726.00	-
		\$ 1,702,537	CURES grant reimbursed to GF		1,702,537.49
	\$ 3,140,263		CURES grant total		1,702,537.49
	\$ 1,190,000		CURES ES community development	916,700.51	273,299.49
Total	\$ 21,241,331			2,354,426.51	18,886,904.98

Fund	\$ Amount	Comment	Transfer to	Available
ARP Funding				
4	\$ 6,000,000	Water Claricone project		
5	\$ 3,000,000	Sewer west side separation project		
6	\$ 1,000,000	Broadband fiber expansion		
7	\$ 2,000,000	Housing assistance programs		
8	\$ 450,000	DOVE program rent and utility assistance		
11	\$ 200,000	Grant to IL Childrens Museum		
10	\$ 2,074,608	Revenue replacement to general fund	10	
9	\$ 188,458	Revenue replacement to State MFT fund	46	
9	\$ 232,338	Revenue replacement to Local MFT fund	42	
Total	\$ 15,145,404			\$ 1,765,664

CURES Funding reimbursed to the General Fund				Transfer \$
2	10	\$ 1,000,000	CURES grant to GF for demolition expense	84 \$ 1,000,000
3	10	\$ 350,000	CURES grant to GF for fire station construction	44 \$ 350,000
	10	\$ 352,537	GF fund balance increase	
Total		\$ 1,702,537		10

CURES ES Funding community development			
14	85	\$ 1,190,000	CURES ES community development external recipients
Total		\$ 1,190,000	

General Fund revenue replacement			
2	10	\$ 1,074,608	Demolition expense
12	10	\$ 500,000	Police & Fire one-time expenses
13	10	\$ 500,000	Equipment
Total		\$ 2,074,608	\$ 2,924,608

Prepared by: Office of the City Treasurer
Date: July 27, 2021

ORDINANCE NO. 2021 –

ORDINANCE AMENDING BUDGET FOR FISCAL YEAR 2021

WHEREAS, the City of Decatur passed its 2021 Budget Ordinance on December 7, 2021; and,

WHEREAS, the City of Decatur has received Coronavirus Urgent Remediation Emergency Funds (“CURE”) for specific uses; and,

WHEREAS, the City of Decatur has received American Rescue Plan Funds (“ARP”) for specific uses.

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

Section 1. That the approved Budget for Fiscal Year 2021 be and is amended as specifically set forth in this Ordinance, and the following amounts are hereby appropriated in the fiscal year ending December 31, 2021 and set apart within the following designated funds for expenditures as follows:

Section 2. Community Revitalization Fund (#84) \$2,074,608.

\$1,000,000 in monies received from CURE reimbursements, and another \$1,074,608 in monies received in eligible revenue replacement from ARP, to be expended for property acquisition, building demolition and debris removal in support of neighborhood revitalization.

Section 3. 2018 Project Fund (#44) \$350,000.

\$350,000 in monies received from CURE reimbursements to be used to cover the capital costs necessary to complete the construction of Fire Station #7.

Section 4. Water Capital Fund (#81) \$6,000,000.

\$6,000,000 in monies received from ARP for the enhancement of the Decatur water treatment and distribution system and specifically the installation of ClariCones at the city’s South Water Treatment Plant.

Section 5. Sewer Fund (#79) \$3,000,000

\$3,000,000 in monies received from ARP for the improvement of the city’s sanitary sewer collection system and specifically for the separation of storm and sanitary sewers on the west side of Decatur to reduce sewer backups and overflows to adjacent creeks and streams, and the improvement of public health.

Section 6. Fiber Optics Fund (#77) \$1,000,000.

\$1,000,000 in monies received from ARP to be expended on the improvement and enlargement of the city's broadband network.

Section 7. American Rescue Plan Fund (#99) \$2,000,000.

\$2,000,000 in monies received from ARP for use in providing housing assistance in the form of rehabilitation of existing structures in qualifying census tracts.

Section 8. American Rescue Plan Fund (#99) \$450,000.

\$450,000 in monies received from ARP so that they can be used for augmenting payments to eligible persons needing rent, mortgage, and utility assistance due to job displacement caused by COVID.

Section 9. American Rescue Plan Fund (#99) \$420,796.

\$420,796 in monies received from ARP to replenish revenues lost in the State Motor Fuel Tax Fund and the Local Roads and Street Fund due to COVID losses through the allocation of ARP revenue placement monies.

Section 10. American Rescue Plan Fund (#99) \$2,074,608.

\$2,074,608 in monies received from ARP to replenish revenues lost in the General Fund due to COVID losses through the allocation of ARP revenue placement monies.

Section 11. American Rescue Plan Fund (#99) \$200,000.

\$200,000 in monies received from ARP for the one-time assistance of regional tourism venues that were closed for most of 2020 due to COVID, and which are not eligible for Federal Relief funds that may have been made available to other regional tourism venues that were closed for most of 2020 due to COVID.

Section 12. General Fund (#10) \$500,000

\$500,000 in monies received from ARP revenue replacement funds to be expended on one-time expenses in the Decatur Police and Fire Departments that will better prepare and equip first responders to meet COVID-related obligations.

Section 13. General Fund (#10) \$500,000

\$500,000 in monies received from ARP revenue replacement funds to be expended for equipment acquisition as determined by the City Council.

Section 14. Grant Fund (#85) \$1,190,000.

\$1,190,000 in monies received from CURE ES Grant to provide financial assistance to businesses that experienced significant disruption or temporary business closure attributable to the COVID-19 public health emergency.

Section 15. Grant Fund (#85) \$100,000.

\$100,000 in additional budget monies required to defray the costs incurred to enable remote work capabilities, protect employees and citizens in the city workplace, and provide increased level of janitorial service attributable to the COVID-19 public health emergency.

Section 16. General Fund (#10) \$2,924,608.

\$2,924,608 in budget monies required to transfer monies to the appropriate fund from which the expenditure will occur.

Section 17. That hereby that other than amendments contained in this Ordinance, the 2021 Budget Ordinance shall remain in full force and effect.

Section 18. That the City Clerk be and is hereby authorized and directed to cause the provisions hereof to be appropriately published and this Amendment to the 2021 Budget Ordinance shall be in full force and effect from and after its passage.

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of August, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

SUBJECT: Sub recipient Agreement with Dove, Inc. for Coronavirus State and Local Fiscal Recovery Funds (CLFRF)

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution	Resolution Letter
Agreement	Exhibit
Application	Backup Material
Decatur MFI	Backup Material

COMMUNITY DEVELOPMENT MEMORANDUM

August 2, 2021

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Cordaryl M. Patrick, Director of Economic and Community Development
Scot Wrighton, City Manager
Richelle Dunbar, Asst. Director Economic and Community Development

SUBJECT: Sub recipient Agreement with Dove, Inc. for Coronavirus State and Local Fiscal Recovery Funds (CLFRF)

RECOMMENDATION: Staff recommends entering into a one year sub-recipient agreement with Dove, Inc., administer the City's rent, mortgage and utility relief program to Decatur residents in the amount of \$450,000.

BACKGROUND: Since the start of the pandemic, the city's Economic and Community Development Department has been one of the recipient and administrator of relief funds that have come directly from the Federal government and State government. Many of these funds have had different grant compliance requirements, which has limited the effectiveness of the funds. As you know, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide emergency funds to eligible local governments. As it relates to economic and community development, serving the hardest-hit communities and families is an eligible category, which includes assisting families with rent, mortgage and utility relief.

The City currently has an agreement with Dove, Inc. to provide these services utilizing the CDBG-CV funds, but due to the very difficult compliance requirements of those funds, the program has not been able to assist those that need this relief the most. Therefore, we will terminate and close-out the current agreement with Dove upon execution of this agreement so that we can prevent families from being at risk of homelessness and/or broken apart. Dove Financial Services, which is housed at Northeast Community Fund, has an existing system in place to assist with rent, mortgage and utility assistance. They also are linked to the OASIS program, which is used by other local agencies to ensure there is no duplication of services, which is a requirement of this agreement.

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, including the Landlord Association and rent, mortgage and utility assistance was a documented need.

STAFF REFERENCE: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Economic and Community Development, at 217-424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT
WITH DOVE, INC. FOR THE DISTRIBUTION OF RENT, MORTGAGE AND
UTILITY ASSISTANCE TO ELIGIBLE RECIPIENTS**

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

Section 1. That the Grant Agreement, between the City of Decatur, Illinois and Dove, Inc. for administration of rent, mortgage and utility assistance to eligible recipients is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk, or their designee be, and they are hereby, authorized and directed to execute the agreement between the City of Decatur, Illinois and Dove, Inc.

PRESENTED and ADOPTED this 2nd day of August, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

CITY OF DECATUR
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
SUBRECIPIENT AGREEMENT

This Coronavirus State and Local Fiscal Recovery Funds (CLFRF), established by the American Rescue Plan Act 2021 (ARP) Sub-Recipient Agreement (the "AGREEMENT") is made on this , by and between the **City of Decatur (COD)**, an Illinois Municipal Corporation (hereinafter "CITY") and **Dove, Inc. for the COD Rent, Mortgage and Utility Relief Program** (hereinafter "SUBRECIPIENT").

WHEREAS, the Grantee has received funds from the United States Government the U.S. Department of the Treasury under the American Rescue Plan Act of 2021 and;

WHEREAS, the CLFRF funds will be utilized to provide emergency funds to the hardest-hit communities and families for rent, mortgage and utility assistance within an eligible census tract;

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

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

AGREEMENT

- I. **APPENDICES TO AGREEMENT:** All Appendices (A through C) 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 CLFRF grant funds from the CITY for the **COD Rent, Mortgage and Utility Relief 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 people to be served (2) the number of program participants who are expected to be Decatur residents, (3) the number of program participants who shall meet HUD's definition of low or moderate-income persons, and (4) the number of program participants who will avoid the risk of becoming homeless, and outcome measures. SUBRECIPIENT agrees to expend the total amount of CLFRF 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 A.

- III. **GENERAL COMPLIANCE WITH APPLICABLE LAWS:** SUBRECIPIENT agrees to comply with the requirements of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021.

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 CLFRF program by the U.S. Department of Treasury. SUBRECIPIENT understands that changes issued to the CITY'S CLFRF program by U.S. Department of Treasury may materially alter the terms of this Agreement. The CITY will distribute any amendments to the CLFRF 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 the American Rescue Plan Act 2021, including Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award. Such performance measures shall be decided upon by the SUBRECIPIENT and the CITY'S Director of the Economic and Community Development Department and /or Assistant Director of the Economic and Community Development Department, based on the requirements outlined by the U.S. Department of Treasury for the category of eligible activities that the SUBRECIPIENT'S program engages in. These categories have been described within U.S. Department of Treasury's American Rescue Plan Act 2021, and the Guide shall be incorporated hereto by reference and will be provided to the SUBRECIPIENT.

- IV. **LENGTH OF AGREEMENT:** The term of this Agreement shall begin no sooner than **August 3, 2021 and end on July 31, 2022.** A ***Notice to Proceed*** will be provided to the sub-recipient identifying the approved start date. Payment of CLFRF funds by the CITY to the SUB-RECIPIENT shall occur for the approved eligible services and/or activities performed by the SUB-RECIPIENT during the term of this Agreement as long as the SUB-RECIPIENT is still performing in accordance with the terms of the Agreement.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUB-RECIPIENT has control over CLFRF funds, including any program income.

- V. **AMOUNT OF APPROPRIATION:** The total appropriation of CLFRF funds for the Program shall be for an amount not to exceed **Four hundred and fifty thousand dollars (\$450,000)**. These funds will be dispersed in three increments of **One hundred and fifty thousand dollars (\$150,000)**. The SUB-RECIPIENT understands that the amount of this appropriation may be adjusted during the program year due to funding alterations made

by the United States Congress, Department of Treasury, and/or the CITY. Any new local appropriations shall occur upon approval of the Decatur City Council. SUB-RECIPIENT understands that the awarding of the grant under this Agreement in no way implies the continued financial support of the program or services of the SUBRECIPIENT by the CITY beyond the specific period of this Agreement.

- VI. **INELIGIBLE PROGRAM COSTS:** The SUB-RECIPIENT agrees that certain direct program costs are ineligible for CLFRF funds. Recording requirements prescribed by Congress, Department of Treasury, or the CITY may require these costs to be listed within the budget, but these costs will not be paid for using CLFRF funds. Ineligible direct program costs can be found in the Coronavirus State and Local Fiscal Recovery Funds guide. There shall not be a duplication of funding to any applicant.
- VII. **PAYMENT OF CLFRF FUNDS TO SUBRECIPIENT:** The CITY agrees to fund the Program in the total amount not to exceed **Four hundred and fifty thousand dollars (\$450,000)**. Such funds shall be paid to the SUB-RECIPIENT in three increments of **One hundred and fifty thousand dollars (\$150,000)**. The CITY and the Sub-recipient CANNOT disperse any grant funds until this Agreement has been executed by both parties.
- The SUB-RECIPIENT understands that this Agreement is for a CLFRF Rent, Mortgage and Utility Relief and the payments shall be made per this agreement.
 - The SUB-RECIPIENT understands that disbursement will be contingent upon the SUB-RECIPIENT ensuring compliance with any applicable federal, state, and CITY requirements.
 - No disbursement will be made by the CITY unless all required reports (including beneficiary, performance, financial, and narrative reports, and source documents for CLFRF 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 SUB-RECIPIENT understands and agrees that if SUB-RECIPIENT materially fails to comply with any or all provisions of this Agreement, the City may in its sole discretion suspend or terminate this Agreement.
 1. Material non-compliance includes, but is not limited to, the following:
 - a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and U.S. Department of Treasury guidelines, policies, or directives as may become applicable at any time;

- b. Failure, for any reason, of the SUB-RECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission of reports by the SUB-RECIPIENT to the CITY which are late, or incorrect or incomplete in any material respect.
- 2. As a result of material non-compliance, the CITY may take one or more of the following actions:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the SUB-RECIPIENT. More severe enforcement action may be undertaken by the CITY if the deficiency is not corrected;
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - c. Wholly or partially suspend or terminate the current award for the SUBRECIPIENT's program;
 - d. Withhold further awards for the program; or Take other remedies that may be legally available including, but not limited to, seeking compensatory and/or liquidated damages for breach of this Agreement, or injunctive or equitable relief in any court of competent jurisdiction.
- Termination for Convenience by CITY or SUB-RECIPIENT: Either the CITY or SUBRECIPIENT may terminate the award of funds under this Agreement in whole or in part if either determines that the foals indicated in the SUB-RECIPIENT's proposal cannot be met. Termination is affected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of termination; (3) the portion to the terminated, in the case of partial termination. In the case of partial termination, if the CITY in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire award.

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

X. **RECORD REQUIREMENTS:** SUB-RECIPIENT shall provide the CITY, U.S. Department of Treasury, the Inspector General of the United States or any of their duly authorized

representatives, access to any books, documents, papers and records of the SUB-RECIPIENT which pertain to the CLFRF funded program for monitoring, making audits, examinations, excerpts, transcripts and photocopying.

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

1. General project correspondence and related items.
2. Financial source documentation and associated transactional documentation.
3. Procurement procedures and associated documents.
4. Compliance with applicable State and Federal regulations.
5. Program reports.
6. Documentation of persons benefiting from grant activities, including race/ethnicity and income to substantiate achievement of the CDBG National Objective of benefiting primarily persons of low- and moderate-income.
7. Personnel actions.
8. Acquisition and disposition of property.

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

1. Financial Records: The SUBRECIPIENT shall, at a minimum, maintain the following records for each grant received under separate agreement from the CITY:
 - a. Cash receipts Register: For recording of funds received in connection the grant program.
 - b. 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, the SUBRECIPIENT agrees to provide the CITY such financial reports and additional source documentation as the CITY may reasonably require and to comply with such reasonable additional financial control procedures as may be required to be retained in files maintained by the SUB-RECIPIENT.
 - 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.
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.) The SUB-RECIPIENT acknowledges that this recording requirement does not indicate that the CITY will pay for equipment. The CITY does not provide funds for equipment purchases, including information technology systems.

3. **Supply Records:** A record shall be maintained for supplies purchased for the Program. Supplies include all tangible personal property other than equipment. Records for supplies shall be maintained for supplies which are acquired for the Program, for a cost equal or exceeding \$200.00. The SUB-RECIPIENT shall also provide records showing a cost comparison for supplies purchased. Compliance methods shall be approved by the CITY's Director and/or Assistant Director of Economic and Community Development.

- XII. **REPORTING REQUIREMENTS:** The SUB-RECIPIENT agrees to provide the CITY's Neighborhood Services Division with regular reports, and any other reports which may be required by the CITY's CLRFR Program for compliance under this Agreement. This includes reporting on performance measures, and shall be decided upon by the SUB-RECIPIENT and the City's Director and/or Assistant Director of Economic and Community Development, based on the requirements outlined by U.S. Department of Treasury for the category of eligible activities that the SUB-RECIPIENT's program engages in.

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

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

- **REPORTING:** Reports shall be submitted to staff via the Neighborhood Services Division by the SUB-RECIPIENT throughout the term of the Program. All reports and required attachments may be viewed by members of the Neighborhood Services Division.
 1. The CITY reserves the right to withhold any of the SUB-RECIPIENT's scheduled payments until such time as the CITY receives the SUB-RECIPIENT's financial progress and performance reports.
 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 the SUB-RECIPIENT. In addition, The Neighborhood Services Division may be notified, and the CITY may require a meeting with the Executive Board of the SUB-RECIPIENT to correct the situation.

3. SUB-RECIPIENT understands that a pattern of late, improper, or erroneous reporting could be grounds for termination of this Agreement at the CITY's sole discretion.
4. The CITY reserves the right to make appropriate adjustments for any funds previously paid out by the CITY but unexpended by the SUB-RECIPIENT.
5. Reports will be submitted to the Neighborhood Services Division and shall consist of the following:
 - i. Beneficiary Demographic data: Client statistics (i.e., number of people served, number of Decatur residents served, beneficiary race/ethnicity and incomes) for the report period.
 - ii. Program Accomplishments and Narrative: Indicating progress against program goals, 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 and the actual revenues and expenditures for the period covered by the report.
 - iv. Supporting documentation: **All Program expenditures charged to the CLFRF 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 CLFRF funds. Other documentation may be required by the CITY to document the amount expended in the report period.

XIII. **ANNUAL AUDIT:** The CITY's Neighborhood Services Division requires that all SUBRECIPIENTS prepare and submit to the CITY an audit of the financial records of the SUB-RECIPIENT pertaining to the receipt and use of CLFRF funds. If the SUB-RECIPIENT receives federal funds from sources other than the CITY's CLFRF program, a combined single audit is permissible, provided said audit clearly identifies the amount of CITY CLFRF 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 CLFRF funds shall encompass and be limited to the term of this Agreement. SUB-RECIPIENT is responsible for clearly identifying and accounting for funds received and expended during separate program years; that is, an individual audit must distinguish expenditures and encumbrances made against funds received under separate Grant Agreements, particularly if the SUB-RECIPIENT and the CITY operate under different fiscal years.

XIV. **ALTERNATIVE FUNDING REPORTING REQUIREMENT:** SUB-RECIPIENT shall promptly notify the CITY if the SUB-RECIPIENT receives funding (full or partial) that is incremental to the Program budget from any and all sources for the performance of activities outlined under this

Agreement. The SUB-RECIPIENT further understands that the amount granted by the CITY may be reduced by the amount of such alternative funding.

- XV. **REVISION OF BUDGET AND PROGRAM PLANS:** The SUB-RECIPIENT shall obtain written permission from the CITY's Director and/or Assistant Director of Economic and Community Development prior to any change in the approved budget or program plans (increase or decrease) of ten per cent (10%) of the line item's budget or \$1,000.00, whichever is less, to any account under the SUB-RECIPIENT's line item budget. In order for the CITY to approve such a request, SUB-RECIPIENT's written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and (3) a description of which line items are affected. Changes made without the CITY's prior approval may result in non-reimbursement of expenditures from those affected line items.

- XVI. **NON-DISCRIMINATION:** SUB-RECIPIENT agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income, or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the SUB-RECIPIENT receives financial assistance from or through the CITY.

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

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

- XVII. **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):

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

undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

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

imposed and remedies invoked as provided in Executive Order 11246, with Executive Order 11375, or by rule, regulation, or order to the secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 and Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States enter into such litigations to protect the interests of the United States.
 - The SUB-RECIPIENT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the SUB-RECIPIENT so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - The SUB-RECIPIENT further agrees that it will assist and cooperate actively with the CITY and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the CITY in the discharge of the CITY's primary responsibility for securing compliance.
 - The application further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive orders and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the CITY may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part of this grant (contract, loan, insurance, guarantee); refrain from extending

any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

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

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

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

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

- XIX. **INSURANCE AND BONDING:** SUB-RECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any CITY and/or CLFRF cash advances. Proof of insurance and bonding shall be provided to the City.
- XX. **NON-PARTICIPATION BY CERTAIN PERSONS:** SUB-RECIPIENT agrees to exclude the following persons from participation in any aspect of this agreement:
- a. SUB-RECIPIENT agrees not to allow any member of, or delegate to, the United States Congress any share or part of this Agreement or to allow any benefit to arise from the same.
 - b. SUB-RECIPIENT agrees that no officer, employee, designee, agent, or consultant of the CITY or the SUBRECIPIENT or member of the governing body of the CITY who exercises any functions or responsibilities with respect to the CITY's CLFRF program during his/her tenure or for one (1) year thereafter, will have any direct or indirect interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connections with the Project assisted under this Agreement. The SUB-RECIPIENT shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest in conformance with the provisions of and pursuant to the purposes of this sections. The provisions of, "Conflict of Interest" shall apply to the SUB-RECIPIENT.
 - c. SUBRECIPIENT further agrees to maintain written standards of conduct covering conflicts of interest. 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 CLFRF 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 SUB-RECIPIENT may not solicit nor accept anything of monetary value from contractors or subcontractors, unless it is an unsolicited gift of nominal value which would in no way influence the recipient to engage in conduct which would amount to a conflict of interests. The written standards shall also include standards of conduct covering organizational conflicts of interest, in which the SUB-RECIPIENT may be unable or appears to be unable to be impartial in conducting procurement actions due to relationships between the SUB-RECIPIENT and relationships with a parent company, affiliate, or subsidiary organization. The written standards provided by the SUB-RECIPIENT will include disciplinary actions to be applied for violations of such standards.

- d. Copeland “Anti-kickback” Act.- Any Contractor paid in full or part with CLFRF 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 CLFRF funds shall not be used to pay for the construction, prosecution, completion or repair of buildings the SUBRECIPIENT affirms that by accepting CLFRF funds, the SUB-RECIPIENT will comply with the Copeland “Anti-Kickback” Act.

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

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

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

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

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

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

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

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

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

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

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, agreements) and that all sub awardees shall certify and disclose accordingly; and
- This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered. Submission of this certification is a prerequisite for making or entering this Agreement pursuant to Section 1352, Title 31, and 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.

XXV. **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.

XXVI. **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.

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

XXVIII. **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: Cordaryl M. Patrick, Director
Economic and Community Development
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523
Phone: 217-424-2864, Email: Rirons@decaturil.gov
- If the SUB-RECIPIENT, to: Ms. Tamara Wilcox
Executive Director
Dove, Inc.
302 S. Union
Decatur, IL 62522
Phone: 217-428-6616, e-mail twilcox@doveinc.org

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

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

CITY OF DECATUR:

Cordaryl M. Patrick, Director
Economic and Community Development Department

Date

DOVE, INC.

Tamara Wilcox, Executive Director

Date

(DUNS Number: 119848653)

(CAGE Code: 51ABO)

Appendix A

SUBRECIPIENT CLFRF Program Budget

Activity	Other Funding Sources	DFA Funding Requested	Total Cost
ADMINISTRATION 10%			
DFA Director	\$34,608.00	\$14,832.00	\$49,440.00
DFA Specialist	\$19,467.00	\$11,433.00	\$30,900.00
DFA Specialist PT	\$11,498.76	\$6,753.24	\$18,252.00
Admin Fringes/benefits	\$18,360.65	\$8,998.61	\$27,359.26
Advertising	\$600.00	\$1,000.00	\$1,600.00
Insurance	\$1,800.00		\$1,800.00
Materials	\$400.00	\$233.15	\$633.15
Audit	\$5,000.00	\$750.00	\$5,750.00
Admin. Total	\$91,734.41	\$44,000.00	\$135,734.41
Program Implementation			
Mortgage	\$0.00	\$81,200.00	\$81,200.00
Rent	\$3,500.00	\$162,400.00	\$165,900.00
Utility payments	\$74,000.00	\$162,400.00	\$236,400.00
Other Client Assistance	\$9,000.00	\$0.00	\$9,000.00
Program Implementation Total:	\$86,500.00	\$406,000.00	\$492,500.00
Total Cost	\$178,234.41	\$450,000.00	\$628,234.41

The Sub-recipient agrees to qualify the renter and the rental unit. Each household may be funded not to exceed \$15,000 and not to exceed fourteen months of assistance for qualified expenses. No household shall not be funded more than once from the CLFRF Rent, Mortgage, and Utility Relief Program. The residential unit must be a safe, sanitary unit with all mechanical systems in good operating condition.

Appendix B

CLFRF Program Guidelines

1. Eligible applicants may receive rental and mortgage assistance up to 14 months (includes 2 months paid forward).
2. Eligible applicants may receive power/utility assistance up to 12 months, excluding water.
3. Each eligible household may be funded not to exceed \$15,000.00.
4. Eligible residents must reside within the City of Decatur, IL corporate limits.
5. Eligible applicants may only receive assistance from one Agency for one time period, other assistance can be received for other time periods from other agencies *.
6. Eligible applicants must show proof of hardship.
7. Eligible applicants must not exceed the City of Decatur's FY 2021 Median Family Income based on statistical calculations by U.S. Housing and Urban Development (HUD).
8. Assistance must result in applicant staying in their housing for a minimum of 60 days.
9. Landlords are eligible to apply for assistance.

For example, may receive March, April, May rental assistance from **Empowerment Opportunity Center (EOC) and June, July, August rental assistance from **Dove Financial Assistance (DFA)**. Cannot receive assistance for March, April, May rental assistance from EOC and DFA.*

Appendix C

SUBRECIPIENT CLFRF Schedule for Reporting

Program and financial reports will be submitted 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 execution of the SUB-RECIPIENT AGREEMENT, receipt of program and financial reports, and source documents that substantiate CLFRF-funded expenditures. Once receipts and documentation are approved, reimbursements can occur. Some dates, expenses, and receipts may occur during an older period, but approved expenses will only be reimbursed once.

Report Due Date

September 15, 2020

October 15, 2020

November 15, 2020

December 15, 2020

January 15, 2021

February 15, 2021

March 15, 2021

April 15, 2021

May 15, 2021

June 15, 2021

July 15, 2021

Final Report: August 15, 2021



Dove Financial Assistance Application

Name: _____ Date of Birth: _____
Address: _____ City: _____ Zip: _____
Phone: _____ Email: _____

Type of Assistance Needed:

☐ **Rent**

How much do you owe? _____ What months? _____

Landlord's name, address, and phone number:

☐ **Power/Gas**

How much do you owe? _____ What months? _____

Ameren/other account number: _____

☐ **Water**

How much do you owe? _____ What months? _____

City of Decatur/other water bill account number: _____

☐ **Garbage**

How much do you owe? _____ What months? _____

Garbage Company Name and Address:

Account number: _____

Household Member Information

Name	DOB	Social Security Number	Employment
------	-----	------------------------	------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Veteran ☐ Yes or ☐ No

Ethnicity ☐ Latino or ☐ Non-Latino

Primary Race ☐ Asian ☐ Black/AA ☐ Native American ☐ Native Hawaiian
☐ White

Marital Status: ☐ Single ☐ Married ☐ Separated ☐ Widow ☐ Divorced

Type of Household: ☐ Single ☐ Couple, no children ☐ 2 Parent Family
☐ Single Parent ☐ Other (specify) _____

30 Day Income _____ **Annual Income** _____

Within Income Guidelines ☐ Y ☐ N

Signature: _____ **Date:** _____

If you have questions, please call 217-619-9108
or email: dfa@doveinc.org or shartman@doveinc.org

Required Documents

- ☐ ID
- ☐ Lease
- ☐ Power Bill
- ☐ Water Bill
- ☐ Garbage Bill
- ☐ Landlord Certification *
- ☐ Landlord Agreement *
- ☐ W9 *
- ☐ other:

Please drop off all documentation to Dove Financial Assistance @ Northeast Community Fund, 839 N Martin Luther King Jr Drive Decatur, Il 62521.

*Needs completed by Landlord

Notice of Understanding

I _____ and

the Applicant/Occupant

_____ understand that I have

applied for assistance from Dove Financial Assistance. I have agreed to provide Dove Financial Assistance with all the correct and pertinent documentation to determine my eligibility. I also understand that although I am providing the documents required, it does not guarantee that I will receive assistance. I understand providing false and/or incorrect information may result in legal action. I further understand I will be required to repay funds to Dove Financial Assistance if I violate the requirements.

Applicant

Co-Applicant (if applicable)

Date

Date

Approved____ Not Approved____ Date_____

Signature of Supervisor_____

Entered into Oasis: _____

Date: _____

HARDSHIP REASONS

MEDICAL

- ☐ Positive Covid Test Result
- ☐ Homecare for Covid Patient
- ☐ Proof of Hospitalization
- ☐ Surgery
- ☐ Recovery
- ☐ Medical Emergency
- ☐ Medical Disability

NATURAL DISASTER

- ☐ Property Damage Loss
- ☐ Fire
- ☐ Tornado/Wind
- ☐ Water Damage

OTHER CRISES

- ☐ Loss of Employment
- ☐ Action by Landlord
- ☐ Victim of a Crime
- ☐ Loss of Public Benefits

FAMILY CRISIS

- ☐ Death
- ☐ Divorce
- ☐ Change in Household Income
- ☐ Children Home for Remote Learning

SENIOR HEALTH SERVICES

- ☐ Homecare Services
- ☐ Grandparents Raising Grandchildren

MILITARY HARDSHIP

- ☐ Deployment
- ☐ Military Disability

- ☐ Delay of Public Benefits
- ☐ Displacement by govt. or private action
- ☐ Other_____
- ☐ Other_____

Dove Financial Assistance

CONSENT FOR RELEASE/EXCHANGE OF CONFIDENTIAL INFORMATION

To be signed by households that intends to receive financial assistance. This form allows the Dove INC to discuss the case via an exchange of information.

I, _____, authorize Dove Financial Assistance to release and exchange information with:

- | | |
|--|---|
| ☒ DHS | ☐ Northeast Community Fund |
| ☒ Empowerment Opportunity Center | ☐ HUD |
| ☐ The Salvation Army | ☐ Other: _____ |
| ☐ Macon County Continuum of Care | |

Via the Oasis Software

I have also been informed that I may, in writing to Dove Inc; revoke this consent for release/exchange of information at any time and this may affect my continued eligibility. Unless otherwise indicated, this consent for the release/exchange of the information indicated above will be valid for a period of 12 months after I apply.

Head of Household Signature

Date

Staff Signature

Date

Landlord Certification Form

Landlord's Name: _____

Mailing Address (address where you want check mailed)

Contact Name _____ Position _____

Telephone _____ Alt. Phone _____

Tenant Name _____

Rental Address _____

Monthly Rent \$ _____ Total Past Due \$ _____

Most Recent Payment by Tenant \$ _____ Date of Last Payment _____

Total Past Due as of today \$ _____ Month's include _____

Late Charges \$ _____

How long has tenant lived at property? _____

If assistance is approved, will you continue renting to the tenant?

A check will be distributed through the mail within 10 business days to the mailing address you have listed above. **The check will be dispensed from the local Dove, Inc. office.** If you have any questions, please contact the finance department at 217-428-6616.

By acknowledgement below, I agree to continued partnership with the tenant based on lease agreement compliance.

X _____ Date _____

Landlord or Property Manager

~~Landlord Agreement~~

Date: _____

This is to confirm **Dove Financial Assistance** is agreeing to assist the following tenant with a **ONE TIME** rental assistance payment in the amount of \$_____ for the month(s) of _____.

By signing this agreement, you are accepting this one-time assistance and are agreeing this tenant will be able to remain on/in your property for at least another 30 days.

Please return this form to: Dove Financial Assistance 839 N Martin Luther King Jr Drive Decatur, IL 62521.

Tenant/Client Name: _____

Address of Tenant/Client: _____

Landlord's Name: _____

Address: _____

Phone #: _____

Landlord Signature: _____

Supervisor's Signature: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
--------------	-------------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

DECATUR, ILLINOIS
FY 2021 Median Family Income (MFI)
adjusted according to family size

The following MFI's are based on statistical calculations made by HUD for the City of Decatur. The income presented at 30%, 50%, and 80% effective June 1, **2021**.

Family Size	1	2	3	4	5	6	7	8
Extremely Low	14,450	16,500	18,550	20,600	22,250	23,900	25,550	27,200
Very Low (50%)	24,050	27,500	30,950	34,350	37,100	39,850	42,600	45,350
Low (80%)	38,500	44,000	49,500	54,950	59,350	63,750	68,150	72,550



SUBJECT: Resolution Authorizing Execution of Grant Agreement with Illinois Department of Transportation for FY 2022 Transit Operating Assistance (DOAP)

ATTACHMENTS:

Description	Type
Cover Memo	Cover Memo
RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION, FOR FY 2022 TRANSIT OPERATING ASSISTANCE (DOAP	Resolution Letter

**OFFICE OF THE CITY MANAGER
MEMORANDUM**

August 2, 2021

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot, Wrighton, City Manager
Jon Kindseth, Deputy City Manager
John Williams, Mass Transit Administrator

SUBJECT: Resolution Authorizing Execution of Grant Agreement with Illinois Department of Transportation, For FY 2022 Transit Operating Assistance (DOAP)

RECOMMENDATION: It is recommended that this annual item be approved.

BACKGROUND: The City of Decatur applies to the Illinois Department of Transportation each year for a Transit Operating Assistance Agreement (known as DOAP) to assist with funding the operations of Decatur Public Transit System. The Transit Operating Assistance Agreement provides reimbursement of up to 65% of the City of Decatur transit operational expenses. The agreement amount to the City of Decatur is up to \$13,379,000.00, though we usually spend less than 50% of this amount. A similar agreement with FTA which was approved at last Council meeting provides most of 35% matching funds required.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth at 450-2323 or jkindseth@decaturil.gov or Gregg Zientara at 424-2702 or gziertara@decaturil.gov; or John Williams at 424-3552 or jwilliams@decaturil.gov;

BUDGET/TIME IMPLICATIONS: This grant was included in our adopted annual City budget.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH
ILLINOIS DEPARTMENT OF TRANSPORTATION, FOR FY 2022 TRANSIT
OPERATING ASSISTANCE (DOAP)**

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

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

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

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

Section 1. That the City of Decatur Illinois enter into a Downstate Public Transportation Operating Assistance Agreement (“Agreement”) with the State of Illinois and amend such Agreement, if necessary, for Fiscal Year 2022 in order to obtain grant assistance under the provision of the Act.

Section 2. That the City Manager, or designee, of the City of Decatur, Illinois, is hereby authorized and directed to execute the Agreement or its amendments(s) on behalf of the City of Decatur Illinois for such assistance for Fiscal Year 2022.

Section 3. That the Mass Transit Administrator of the City of Decatur, Illinois, is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for Fiscal Year 2022.

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

PRESENTED AND ADOPTED this 2nd day of August, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Police Department

DATE: 7/20/2021

MEMO: 21-26

TO: The Honorable, Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Interim Chief of Police

SUBJECT: Rifle Purchase

SUMMARY RECOMMENDATION: It is the recommendation of staff to authorize the execution of a purchase order with Ray O'Herron, Inc. for the purchase of 21 short-barreled rifles and accessories.

BACKGROUND: The Decatur Police Department Emergency Response Team (ERT) has identified the need and value of purchasing short-barreled rifles for use by the Decatur Police Department Emergency Response Team. This purchase will allow for a weapons system that is universal for all ERT members. This also allows for consistency in training and use, and universal equipment knowledge by the team members.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Shane G. Brandel, Interim Chief of Police, 424-2745, sbrandel@decaturil.gov; Ed Hurst, Police Lieutenant, 424-2745, ehurst@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None. As proposed, this purchase would not require the use of any General Fund monies. Authorized funds from a previously approved equipment grant are available to fund this purchase.

ATTACHMENTS:

Description	Type
Staff Report	Executive Summary
Resolution Letter	Resolution Letter
Bid Summary	Backup Material
Exhibit A	Backup Material

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton
From: Lieutenant Ed Hurst
Subject: Purchase of Short Barreled Rifles

BRIEFING ITEM

RECOMMENDED ACTION:

Approve by resolution the expenditure of \$90,014.50 for the purchase of short-barreled rifles (SBR), and accessories which includes, vertical grip, sights, optics with mount, light, sling, magazines, soft case, and an Eotech PEQ-15 laser system.

BACKGROUND:

The City of Decatur Police Department has recognized the need for and value the use of a short-barreled rifle (SBR) equipped with a laser system for use by the Emergency Response Team (ERT). ERT is utilized for high-risk search warrants, hostage situations, barricaded gunman incidents, as well as a response team for active shooter situations. Between 2018-2020, the ERT assisted in executing 78 search warrants for guns, drugs or a combination of both. Since 2018, the ERT has mitigated 10 situations of armed subjects inside a residence. It is worth noting that in none of these incidents was deadly force utilized.

Currently ERT members use their own personal rifles while operating as an ERT member. These rifles are semi-automatic with a 16-inch barrel, and they are made by several different manufactures. All of the currently used rifles are outfitted differently with various accessories that also vary in manufactures. This causes several problems operationally with reliability and functionality. It also causes problems with commonality in training.

The short-barreled rifle is a similar platform to what is used currently, however the shorter barrel is beneficial to operation in close quarter situations and it is better balanced for operator use. The SBR has a 10.5-inch barrel compared to a 16-inch barrel on a standard AR-15 making it a more compact weapon system. Additionally, having each team member equipped with the same weapon allows for universal knowledge of one weapon system, rather than multiple weapon brands equipped with various makes and models of accessories. The laser system allows the operator the ability to function while utilizing night vision. Currently we are unable to utilize our night vision equipment due to the lack of a laser aiming system.

The Decatur Emergency Response Team is currently staffed at 21 members; thus, the recommendation is to purchase 21 weapons and accessories to equip each rifle universally. These rifles will be assigned to ERT members only and will be utilized during ERT operations.

The recommended Daniel Defense MK18 (SBR) and the accessories are known for their reliability and are used by SWAT teams across the nation. Daniel Defense brand weapons are used by members of the Decatur Police Department and are reliable and well manufactured weapons. These weapon systems will withstand the rigorous training environment and be a reliable system to deploy in the field compared to a cheaper weapon. This weapon system is robust and can be maintained easily to stand the test of time of deployment and training operations.

Bids were taken for the weapons and accessories, with three companies providing a response. The bid proposal from Ray O'Herron Company was the most inclusive with the requested items, and they provide the option of a single source purchase. This purchase would not require the use of General Fund monies.

RESOLUTION NO. R2021-_____

**RESOLUTION AUTHORIZING THE PURCHASE OF RIFLES FOR THE DECATUR
POLICE DEPARTMENT EMERGENCY RESPONSE TEAM**

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

Section 1. That the bids received for the purchase of short-barreled rifles and accessories for the Decatur Police Department Emergency Response Team presented herewith be, and is hereby, received, placed on file and approved.

Section 2. That the bid of Ray O'Herron, Inc. be accepted, and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between Ray O'Herron Company and the City of Decatur, Illinois and for an amount not to exceed \$ 90,014.50.

PRESENTED, PASSED, APPROVED, AND RECORDED this 2nd day of August 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Project Name: Firearms & Accessories Decatur Police Department Bid Date: July 2, 2021 Time: 4:00 p.m.				Ray O'Herron Company, Inc Danville, IL		Kiesler Police Supply Jeffersonville, IN		CI Shooting Sports Normal, IL *with substitutions	
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Rifle: Daniel Defence MK18 Quad 5.56	21	ea	\$1,382.00	\$29,022.00	\$1,328.00	\$27,888.00	No Bid	
	Vertical Grip: Magpul RVG	21	ea	\$19.50	\$409.50	\$15.00	\$315.00	\$19.00	\$399.00
	Sights: Troy Ind front and rear set	21	ea	\$198.00	\$4,158.00	\$159.00	\$3,339.00	\$200.00*	\$4,200.00
	Optic: Aimpoint T2	21	ea	\$655.00	\$13,755.00	\$703.00	\$14,763.00	\$920.00	\$19,320.00
	Optic Mount: Geissele T2 mount	21	ea	\$100.00	\$2,100.00	\$88.00	\$1,848.00	\$110.00	\$2,310.00
	Light: Surefire M600 M612U-BK	21	ea	\$360.00	\$7,560.00	\$343.00	\$7,203.00	\$520.00*	\$10,920.00
	Sling: Magpul MS4 Dual QD	21	ea	\$55.00	\$1,155.00	\$42.50	\$892.50	\$54.00	\$1,134.00
	Magazines: Magpul Pmag Gen 3	84	ea	\$12.00	\$1,008.00	\$10.75	\$903.00	\$12.00	\$1,008.00
	Soft Case: Blackhawk 37: 64RC37BK	21	ea	\$75.00	\$1,575.00	\$60.00	\$1,260.00	\$85.00	\$1,785.00
	Laser: Eotech PEQ-15	21	ea	\$1,382.00	\$29,022.00	No Bid		No Bid	

Freight

\$250.00

\$0.00

\$0.00

TOTAL

\$90,014.50

\$58,411.50

\$41,076.00

1:21 PM 1:24

CITY OF DECATUR
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Request for Quotation
(This is not an order)

Tel: (217) 424-2763 Fax: (217) 424-2772

Date: 6/25/21

Delivery Requested by
As Requested

Quote due back
July 2, 2021 4:00 p.m.

Attn:
Debbie Perry

Please quote on this form, your best price, terms, and delivery on the articles described below. Sign your firm name and official signature and mail the completed form back to the buyer.
****We will consider substitute offers if the differences in specifications are explained.

The City reserves the right to award items on an individual basis that is in the best interest regarding price and availability.

We Quote You as Below

Company Name Ray O'Herron Company, Inc.

By (Signature)

President
Official Title

07/01/2021
Date

TERMS
Net 30 days

F.O.B.
Decatur,

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	The City of Decatur will entertain quotations for various firearms and accessories to be delivered to: Decatur Police Department 707 Southside Dr. Decatur, IL 62521 (Please see attached list of items for quantities and descriptions)		

TERMS & CONDITIONS

001 GENERAL INFORMATION

The enclosed specifications constitute the complete set of specification requirements and bid forms. Bidders should thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all of the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the bid number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

City of Decatur
Purchasing & Internal Services Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196
(217) 424-2762

002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. NO OTHER FORMS WILL BE ACCEPTED. Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidders responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone as well as electronically submitted bids such as email, texts, etc. are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed or emailed.

006 F.O.B. POINT

All prices quoted herein will be on an F.O.B. Destination basis: Decatur, Illinois. Bid proposals showing other than F.O.B. Destination will not be accepted. Exact delivery location of building will be indicated on the purchase order.

007 DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order in space provided. Delivery shall be Monday thru Friday, 8:00 a.m. to 4:00 p.m. excluding City of Decatur holidays.

008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City 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.

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is default on any obligation (ie: payment of taxes, license or other monies) to the City.

018 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification or corrections. During the course of a Invitation to Bid procedure changes may take place affecting the terms and conditions or the specifications of the bid.

If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

020 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

021 CHANGES, ALTERATIONS & ERASURES

All changes, alterations and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration or erasure.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between unit price and the extension, the unit price shall govern.

023 BID ERRORS

Your bid is your firm offer to enter into contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

024 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

025 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

026 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

027 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders MUST respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

028 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

029 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

030 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

031 NOTICE TO PROCEED

A signed purchase order will be the Contractor's authorization to proceed.

032 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for an additional 12 months if agreed to in writing by both parties at least thirty days prior to the termination of the last year of the contract. Renewal of this contract shall be subject to appropriation of funds by the City Council.

033 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

034 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30 day written notice to supplier.

035 PACKING LIST

Packing lists showing the City of Decatur purchase order number must be furnished with each shipment.

036 PAYMENT & INVOICES

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.

037 PARTIAL PAYMENT

Partial payments are normally not made. The exception is when a long delay is expected for back orders after the majority of the order is complete. The long delay must be noted in the bid. Partial billing will be accepted only after the approval of the Purchasing Supervisor. Back orders should be noted on the invoice submitted.

038 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

039 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photocopy costs.

040 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

041 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

042 LICENSES & PERMITS

It shall be the responsibility of the successful bidder to obtain at no additional cost to the City of Decatur any and all licenses and permits required to complete this bid. These licenses and permits shall be readily available for review by the Purchasing Supervisor or designated representative.

**Firearms and Accessories
Decatur Police Department**

<u>Qty</u>	<u>Item</u>	<u>Unit Cost</u>	<u>Extension</u>
21	<u>Rifle:</u> Daniel Defense – MK18 Quad 5.56	\$ <u>1,382.00</u>	\$ <u>29,022.00</u>
21	<u>Vertical Grip:</u> Magpul – RVG	\$ <u>19.50</u>	\$ <u>409.50</u>
21	<u>Sights:</u> Troy Ind. – Front and rear set	\$ <u>198.00</u>	\$ <u>4,158.00</u>
21	<u>Optic:</u> Aimpoint – T2	\$ <u>655.00</u>	\$ <u>13,755.00</u>
21	<u>Optic Mount:</u> Geissele – T2 mount	\$ <u>100.00</u>	\$ <u>2,100.00</u>
21	<u>Light:</u> Surefire – M600 M612U-BK	\$ <u>360.00</u>	\$ <u>7,560.00</u>
21	<u>Sling:</u> Magpul – MS4 Dual QD	\$ <u>55.00</u>	\$ <u>1,155.00</u>
84	<u>Magazines:</u> Magpul – Pmag Gen 3 (qty 4 for each rifle)	\$ <u>12.00</u>	\$ <u>1,008.00</u>
21	<u>Soft Case:</u> Blackhawk – 37” 64RC37BK	\$ <u>75.00</u>	\$ <u>1,575.00</u>
21	<u>Suppressor:</u> OSS – HX-QD-5.56	\$ <u>No Bid</u>	\$ <u>No Bid</u>
21	<u>Flash Hider:</u> OSS 1677 – QD Flash Hider	\$ <u>No Bid</u>	\$ <u>No Bid</u>
21	<u>Laser:</u> Eotech – PEQ-15	\$ <u>1,382.00</u>	\$ <u>29,022.00</u>

Please list length of time after receipt of order for delivery. Lead time: 90 days

Please quote delivered prices or list freight charge separately. Freight Charge: \$ 250.00

Questions regarding these specifications and items should be directed to Lt. Ed Hurst at ehurst@decaturil.gov or (217) 542-3464.

REJECTION/AWARD

The City of Decatur reserves the exclusive right to reject any or all bids and to accept that bid, if any, deemed to be in the best interest of the City.

DEADLINE

Sealed quotations are due on July 2, 2021 until 4:00 p.m. at the Purchasing Office, 1st floor, Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.

BID IDENTIFICATION

Mark outside of bid envelope "SEALED QUOTATION FOR FIREARMS-DECATUR POLICE DEPARTMENT".

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Illinois)
) SS.
COUNTY OF Vermilion)

Michael O'Herron, BEING FIRST DULY
SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of
Ray O'Herron Company, Inc., the Bidder that has submitted the
attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to
submit a collusive or sham bid in connection with the contract for which the attached bid has
been submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement, or collusion or communication or conference with
any other bidder, firm or person to fix the price or prices in the attached bid or of any other
bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other
bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any
advantage against the City of Decatur, Illinois, or any person interested in the proposed contract;
and

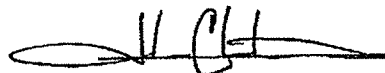
5) The price or prices quoted in the attached bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

 Michael O'Herron

President

Title

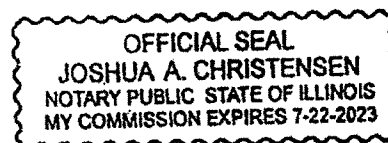
Subscribed and sworn to before me this 1st day of July,
2021.

 Josh Christensen

Notary Public

Title

My Commission expires 07/22/2023.



BID SIGNATURE PAGE

If a Corporation

Corporate Name

Ray O'Herron Company, Inc.

By Registered Agent:

 Michael O'Herron
Signature (please sign in ink) Print Name

Business Address:

3549 North Vermilion St.
Street
Danville Illinois 61832
City State Zip
(217) 442-0860
Area Code Telephone Number

Name of Officers:

Michael O'Herron	3549 North Vermilion St. Danville, IL 61832
President	Address
Chris O'Herron	3549 North Vermilion St. Danville, IL 61832
Vice President	Address
Justin Fredericks	3549 North Vermilion St. Danville, IL 61832
Secretary	Address
Justin Fredericks	3549 North Vermilion St. Danville, IL 61832
Treasurer	Address

Sole Proprietor

Firm Name

Signature of Bidder:

Signature (please sign in ink) Print Name

Business Address:

Street

City State Zip

Area Code Telephone Number

If a Partnership

Firm Name

By:

Signature (please sign in ink) Print Name

Business Address:

Street

City State Zip

Area Code Telephone Number

**Name of all
Members of Firm**

_____ Name	_____ Address
_____ Name	_____ Address

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract 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. During the performance of this contract, the contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Effective February 9, 1981)

Police Department

DATE: 7/22/2021

MEMO: 21-23

TO: Mayor Julie Moore-Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Interim Chief of Police

SUBJECT: Resolution Authorizing the execution of an intergovernmental agreement between Macon County and the City of Decatur for distribution of JAG Grant Funds.

SUMMARY RECOMMENDATION: Staff recommends this item to be approved.

BACKGROUND: The Decatur Police Department applied for and was awarded \$29,430 in JAG Grant funding for the enforcement of laws associated with Guns and Violent Crimes to be used by September 30, 2023. Since being awarded these funds, we were notified that the funds are to be shared with the Macon County Sheriff's Department. The Decatur Police Department is to receive 75% percent of the grant with the remaining 25 % going to the Sheriff's Department.

PRIOR COUNCIL ACTION: On November 2, 2020, the City Council approved the grant agreement to accept JAG Funds in the amount of \$29,430.00(Resolution No. 2020-159).

POTENTIAL OBJECTIONS: None Anticipated.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Shane Brandel, Interim Chief of Police

BUDGET/TIME IMPLICATIONS: Anticipate reimbursement for overtime for officers assigned to address guns and violent crime through September 30, 2023 or until funds are used, whichever comes first.

ATTACHMENTS:

Description	Type
Staff Report	Executive Summary
Cover Letter	Cover Memo
Resolution Letter	Resolution Letter
Interagency Agreement	Backup Material

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton
From: Shane Brandel, Interim Chief of Police
Subject: Accept the Intergovernmental Agreement to share JAG Grant 2020- H9365-IL-DJ

BRIEFING ITEM

RECOMMENDED ACTION:

It is the recommendation of staff that the council approve the intergovernmental agreement for distribution of JAG funds to address Guns and Violent Crime.

BACKGROUND:

The Decatur Police Department applied for and was awarded up to \$29,430 in JAG Grant funding for the enforcement of laws associated with violent and gun crimes to be used by September 30, 2023.

This grant is, and always has been, a shared grant between DPD and the Macon County Sheriff's Office (MCSO), with 75% reserved for DPD and 25% reserved for MCSO. When this specific grant was previously brought to council for approval, MCSO had not indicated they planned to request their portion of the grant, thus no intergovernmental agreement was included with the previous council documents. Since being awarded the grant, the Decatur Police Department was notified by MCSO that they did wish to seek their portion of the reimbursement. As such, an intergovernmental agreement between the agencies is necessary since the City of Decatur will receive all of the requested funds and then disburse the funds sought by MCSO.

It should be noted that the JAG grant has been awarded to DPD numerous times in the past and the intergovernmental agreement between the two entities has been part of the administration of the grant.

Police Department

DATE: 08/02/2021

MEMO: 21-23

TO: Mayor Julie Moore-Wolfe
City Council Members

FROM: Shane Brandel., Interim Chief of Police

SUBJECT: Resolution Authorizing the execution of an intergovernmental agreement between the county of Macon the City of Decatur for Distribution of 2020 Byrne Justice assistance Grant (JAG) Program Funds

SUMMARY RECOMMENDATION: It is recommended that this item be approved.

BACKGROUND: The Decatur Police Department applied for and The City of Decatur was awarded up to \$29,430 in JAG Grant funding for the enforcement of laws associated with Guns and Violent Crime to be used by September 30, 2023. Since being awarded these funds, we were notified the funds had to be shared with the Macon County Sheriff's office.

PRIOR COUNCIL ACTION: On November 2, 2020, the City Council approved the grant agreement to accept JAG funds in the amount of \$29,430.00 (Resolution No. R2020-159)

POTENTIAL OBJECTIONS: none anticipated

STAFF REFERENCE: Shane Brandel, Interim Chief of Police

BUDGET/TIME IMPLICATIONS: Anticipate reimbursement for overtime for officers assigned to address Guns and Violent Crime through September 30, 2023 or until funds are used, whichever comes first.

ATTACHMENTS: Resolution Letter, Grant Agreement, Intergovernmental Agreement, Staff Report

RESOLUTION NO. R2021-_____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE COUNTY OF MACON AND THE CITY OF DECATUR
FOR DISTRIBUTION OF 2020 BYRNE JUSTICE ASSISTANCE GRANT-**

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

Section 1. That the Intergovernmental Agreement presented to the City Council between the City of Decatur and the County of Macon regarding disbursement of JAG grant funds be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said Intergovernmental Agreement between the City of Decatur and County of Macon.

PRESENTED, PASSED, APPROVED, AND RECORDED this 2nd day of August 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

GMS APPLICATION NUMBER 2020-H9365-IL-DJ

THE STATE OF ILLINOIS

KNOW ALL BY THESE PRESENT

COUNTY OF MACON

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DECATUR, ILLINOIS AND
THE COUNTY OF MACON, ILLINOIS
2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT is made and entered into this 2ND day of August, 2021, by and between The COUNTY OF MACON, acting by and through its governing body, the Macon County Board, hereinafter referred to as "COUNTY", and the CITY of Decatur, acting by and through its governing body, the City Council, hereinafter referred to as "CITY", both of Macon County, State of Illinois, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and,

WHEREAS, the CITY agrees to provide the COUNTY seven-thousand three-hundred and fifty- seven dollars and fifty cents (\$7,357.50) from the JAG award for the Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$7,357.50 of JAG funds.

Section 2.

The City agrees to use \$22,072.50 for hire back overtime costs for crime suppression to include: bike hire back, foot patrols, and additional motorized patrols to address gun and gang violence.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Illinois statute.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Illinois statute.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF MACON, ILLINOIS

By: _____

Its Chairman of Macon County

CITY OF DECATUR, ILLINOIS

By: _____

Its Mayor

ATTEST:

Sheriff of Macon County

ATTEST:

City Clerk

Police Department

DATE: 7/27/2021

MEMO: 21-24

TO: Mayor Julie Moore-Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Interim Chief of Police

SUBJECT: Resolution Authorizing the execution of an intergovernmental agreement between the County of Macon and the City of Decatur for distribution of 2021 Byrne Justice Assistance Grant (JAG) Program Funds.

SUMMARY RECOMMENDATION: Recommend Approval.

BACKGROUND: The Decatur Police Department applied for up to \$34,099 in JAG Grant Funding for the enforcement of laws associated with Guns and Violent Crime. One of the conditions of the Grant is the grant be shared with the Macon County Sheriff's Office. The Decatur Police Department will receive 75% of the Grant and the Sheriff's Department will receive 25%.

PRIOR COUNCIL ACTION: No Previous Action on the 2021 Grant, but has approved the JAG Grant in years past.

POTENTIAL OBJECTIONS: None Anticipated.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Interim Chief of Police Shane Brandel.

BUDGET/TIME IMPLICATIONS: Anticipate reimbursement for overtime for officers assigned to address guns and violent crime through September 30, 2024 or until funds are used, whichever is first.

ATTACHMENTS:

Description	Type
Staff Report	Executive Summary
Cover Letter	Cover Memo
Resolution Letter	Resolution Letter
Interagency Agreement	Backup Material

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton
From: Shane Brandel, Interim Chief of Police
Subject: Accept the Intergovernmental Agreement to share JAG Grant Solicitation
Number O-BJA-2021-135004

BRIEFING ITEM

RECOMMENDED ACTION:

It would be the recommendation of staff that the council approve the 2021 intergovernmental agreement for acceptance and distribution of JAG funds to address Guns and Violent Crime.

BACKGROUND:

The Decatur Police Department applied for up to \$34,099 in JAG Grant funding for the enforcement of laws associated with violent and gun crimes. This grant is to be shared with the Macon County Sheriff's Department (MCSO). The Decatur Police Department is to receive 75% and the Sheriff's Department is to receive 25% of the funds.

The Decatur Police Department will be the administrator of the grant, thus all requests for reimbursement, including those requested by MCSO, are submitted by DPD. The City of Decatur will then receive all of the reimbursement funds, including those requested by MCSO. The City of Decatur then disburses the requested funds to MCSO. As such, an intergovernmental agreement between the City of Decatur and Macon County is being requested and presented.

It should be noted that the JAG grant has been awarded to DPD numerous times in the past and the intergovernmental agreement between the two entities has been part of the administration of the grant.



DATE: 08/02/2021

MEMO: 21-24

TO: Mayor Julie Moore-Wolfe
City Council Members

FROM: Shane Brandel, Chief of Police

SUBJECT: Resolution Authorizing the execution of an intergovernmental agreement between the county of Macon the City of Decatur for Distribution of 2021 Byrne Justice assistance Grant (JAG) Program Funds

SUMMARY RECOMMENDATION: It is recommended that this item be approved.

BACKGROUND: The Decatur Police Department applied for up to \$34,099 in JAG Grant funding for the enforcement of laws associated with Guns and Violent Crime. This Grant is to be shared with the Sheriff's Department with the Decatur Police Department to receive 75% and the Sheriff's Department to receive 25%.

PRIOR COUNCIL ACTION: No Previous Action

POTENTIAL OBJECTIONS: none anticipated

STAFF REFERENCE: Shane Brandel, Interim Chief of Police

BUDGET/TIME IMPLICATIONS: Anticipate reimbursement for overtime for officers assigned to address Guns and Violent Crime through September 30,2024 or until funds are used, whichever comes first.

ATTACHMENTS: Resolution Letter, Grant Application, Intergovernmental Agreement, Staff Report

RESOLUTION NO. R2021-_____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE COUNTY OF MACON AND THE CITY OF DECATUR
FOR DISTRIBUTION OF 2021 BYRNE JUSTICE ASSISTANCE GRANT-**

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

Section 1. That the Intergovernmental Agreement presented to the City Council between the City of Decatur and the County of Macon regarding disbursement of JAG grant funds be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said Intergovernmental Agreement between the City of Decatur and County of Macon.

PRESENTED, PASSED, APPROVED, AND RECORDED this 2nd day of August 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Grants.gov Solicitation Number: O-BJA02021-135004

THE STATE OF ILLINOIS

KNOW ALL BY THESE PRESENT

COUNTY OF MACON

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DECATUR, ILLINOIS AND
THE COUNTY OF MACON, ILLINOIS
2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT is made and entered into this 2ND day of August, 2021, by and between The COUNTY OF MACON, acting by and through its governing body, the Macon County Board, hereinafter referred to as "COUNTY", and the CITY of Decatur, acting by and through its governing body, the City Council, hereinafter referred to as "CITY", both of Macon County, State of Illinois, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and,

WHEREAS, the CITY agrees to provide the COUNTY eight-thousand five-hundred and twenty-four dollars and seventy-five cents (\$8,524.75) from the JAG award for the Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$8,524.75 of JAG funds.

Section 2.

The City agrees to use \$25,574.25 for hire back overtime costs for crime suppression to include: bike hire back, foot patrols, and additional motorized patrols to address gun and gang violence.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Illinois statute.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Illinois statute.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF MACON, ILLINOIS

By: _____

Its Chairman of Macon County

CITY OF DECATUR, ILLINOIS

By: _____

Its Mayor

ATTEST:

Sheriff of Macon County

ATTEST:

City Clerk

Public Works

DATE: 7/21/2021

MEMO: 2021-70

TO: Honorable Mayor 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 Dunn Company, A Division of Tyrolt, Inc. for Country Club and Airport Road Reconstruction, City Project 2021-33

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the resolution awarding the contract for the Country Club and Airport Road Reconstruction Project, City Project 2021-33, to Dunn Company, A Division of Tyrolt, Inc. as the lowest, responsible bidder in the amount of \$2,000,000 and that the Mayor be authorized to execute the contract and the City Clerk to attest. The resolution represents an expenditure of \$1,891,540.67 as the low bid plus \$108,459.33 for project contingencies. The contract documents excluding project specific drawings, conditions, and provisions are attached.

BACKGROUND:

Streets Inspected Annually

The Engineering Division inspects and rates approximately 1/2 of the City's streets on a yearly basis. The results of these inspections are input to a computer database which is used to project the future condition of the streets based on their current and historical condition, and surface type (i.e. brick, concrete, asphalt, etc.). This data is then paired with available funding and is used as a basis to aid City Engineering in the preparation of the City's yearly street improvement program. Staff then determines what type of improvement would be appropriate for each street.

Project Description

In 2018, the City improved Airport Road from just north of US 36 to Nolen Drive. The section of Airport Road to the north, which becomes Country Club Road, was not done at the time because it needed full reconstruction to address the pavement failures experienced there. Generally, pavement failures on a concrete road can be patched by removing the failed sections only. As a rule of thumb, once 15% of the overall pavement area needs patching, it is more economical to reconstruct the whole pavement. If we tried to patch the failed sections only on this road, 43% of the pavement area would need patched making

reconstruction the better option. The pavement is over 40 years old and has reached the end of its useful life. The existing concrete pavement will be fully removed and replaced with a full depth asphalt pavement. The road will be closed to through traffic as soon as pavement removal begins. One lane will remain in place for residents along Airport/Country Club Rd. and Melwood Ct to access their houses.

The following are the limits of construction (see attached location map):

Street	Begin	End	Surface Treatment	Length (feet)	Length (Lane Miles)
Airport Rd./Country Club Rd.	Nolen Dr.	E. William Street Rd. (IL Route 105)	Reconstruction	2,530	1.44
N/S Jasper Street	E. Wood St.	E. Eldorado St.	Mill and Overlay	1,965	0.74
Airport Road	US Route 36	End of Concrete	Concrete Overlay	1,100	0.42
			Total Length	5,595	2.6

Letting Results

The project scope and specifications were prepared by the Engineering Division and approved by the Illinois Department of Transportation (IDOT) for the use of Rebuild Illinois (RBI) funds. The project was let as a full depth concrete road or an equivalent asphalt road using a thicker pavement. The contractor with the lowest bid would be chosen regardless of the pavement material. The project was advertised on July 7, 2021 and July 14, 2021, and bids were opened on July 21, 2021. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Bid Price</u>	Compared to Engineer's Est. Over (Under)
Dunn Company	\$1,891,540.67	(3.37%)
Engineer's Estimate	\$1,957,545.75	-----

Seven contractors took out bid packages and only one submitted a bid. Dunn Company provided the lowest responsible bid at 3.37% under the engineer's estimate. No bids were submitted for the concrete alternate. Dunn Company has successfully completed many jobs of this type for the City.

PRIOR COUNCIL ACTION:

July 6, 2021 – Council approved Resolution R2021-119 appropriating \$2,000,000 of Rebuild Illinois funds for the purpose of rehabilitating streets and highways under the applicable provisions of the Illinois Highway Code.

The Rebuild Illinois Capital Plan was signed by the Governor to fund transportation projects and improvements. Funds from this plan have been allocated to local agencies and are administered by the Illinois Department of Transportation (IDOT). The City is to receive 6 tranches of \$836,123.22 each over a three year period which began in 2020. In all, the City should receive \$5,016,739.32 in Rebuild Illinois Bond (RBI) Funds to use on bondable transportation related projects in the City. RBI funds are appropriated in the same manner as State Motor Fuel Tax funds.

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

INPUT FROM OTHER SOURCES:

Illinois Department of Transportation

LEGAL REVIEW: The plans and specifications for the Street Restoration project were forwarded to Legal on April 28, 2021.

STAFF REFERENCE: Matthew Newell, Public Works Director and Griffin Enyart, Assistant 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 a majority of this project is allocated in the Rebuild Illinois (RBI) Fund. Catch basin reconstruction and adjustments will be funded out of the Storm Water Fund (\$20,973.75). Manhole adjustments will be funded out of the Sanitary Sewer Fund (\$30,000.00). Valve box replacements will be funded out of the Water Main Replacement Fund (\$14,175.00). It is proposed that a total project expenditure of \$2,000,000 be authorized which includes \$1,934,851.25 of RBI money already allocated. This amount represents the low bid amount of \$1,891,540.67 plus \$108,459.33 for project contingencies.

Staff Impact: Staff time has been allocated for this project in the Capital Improvement Plan.

SCHEDULE: Following approval by the Mayor and City Council, the contracts and bid tabulation will be forwarded to the Illinois Department of Transportation for final approval in accordance with the rules governing the disbursement of Rebuild Illinois funds. Work on this project shall begin after Labor Day. It is anticipated this project will take approximately 3 months to complete.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for Country Club and Airport Road Reconstruction, City Project 2021-33	Resolution Letter
Council Bid Tab 2021-33	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH DUNN COMPANY, A DIVISION OF
TYROLT, INC. FOR COUNTRY CLUB AND AIRPORT ROAD
RECONSTRUCTION, CITY PROJECT 2021-33**

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

Section 1. That the tabulation of bids received for City Project 2021-33, Country Club and Airport Road Reconstruction project be, and they are hereby, received and placed on file.

Section 2. That the bid of Dunn Company, a Division of Tyrolt, Inc. be accepted, and a contract awarded accordingly, and that said contract between Dunn Company and the City of Decatur is for a total amount of \$2,000,000.00.

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 Dunn Company, a Division of Tyrolt, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$2,000,000.00.

PRESENTED and ADOPTED this 2nd day of August, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk



**Illinois Department
of Transportation**

**Local Public Agency
Formal Contract Proposal**

PROPOSAL SUBMITTED BY <u>DUNN COMPANY</u> <u>DIVISION OF TYPING, INC.</u>		
Contractor's Name <u>124 N. MEMOR STREET</u>		
Street <u>Decatur, IL 62522</u>	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Macon
City of Decatur
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Airport/Country Club Rd
SECTION NO. 21-00133-00-PV
TYPES OF FUNDS Rebuild Illinois Funds

☒ SPECIFICATIONS (required)

☒ PLANS (required)

For Municipal Projects

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

6-29-21
Date

Department of Transportation

☒ Released for bid based on limited review

Jeffrey Maynard
Regional Engineer

Date 07/01/21

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Macon
 Local Public Agency City of Decatur
 Section Number 21-00133-00-PV
 Route FAU 7452

Sealed proposals for the improvement described below will be received at the office of Purchasing Division,
1 Gary K. Anderson Plaza, Decatur, IL 62523 until 10:00 a.m. on July 21, 2021
 Address Time Date

Sealed proposals will be opened and read publicly at the office of Engineering (3rd Floor)
1 Gary K. Anderson Plaza, Decatur, IL 62523 at 10:00 a.m. on July 21, 2021
 Address Time Date

DESCRIPTION OF WORK

Name Country Club and Airport Rd Reconstruction Length: 2763.00 feet (0.52 miles)
 Location Airport/Country Club Rd
 Proposed Improvement Remove and replace pavement with either full depth concrete or full depth asphalt pavement.
Remove and replace medians and islands. Catch basin relocations and other utility adjustments will be necessary.

1. Plans and proposal forms will be available in the office of Decatur Blueprint, Inc., 230 W. Wood Street
Decatur IL 62523 IDOT Certificate of Eligibility Required
 Address

2. ☒ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. BLR 12325: Apprenticeship or Training Program Certification (**do not use for federally funded projects**)
 - e. BLR 12326: Affidavit of Illinois Business Office
5. The quantities appearing in the bid schedule 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 scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Macon
Local Public Agency City of Decatur
Section Number 21-00133-00-PV
Route FAU 7452

1. Proposal of DUNN COMPANY, A DIVISION OF TYROLT, INC.

for the improvement of the above section by the construction of Country Club and Airport Rd Reconstruction,
City Project 2021-33. Reconstruction of existing road with either full depth concrete or
full depth asphalt pavement.

a total distance of 2763.00 feet, of which a distance of 2763.00 feet, (0.523 miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Decatur Engineering Division
and approved by the Department of Transportation on July 1, 2021

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as
"Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special
Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check
Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within _____ working days or by 12/24/2021
unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and
Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this
proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the
specifications, made payable to:

City of Decatur Treasurer of _____

The amount of the check is BID BOND IS ATTACHED (—).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to
the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check
is placed in another proposal, it will be found in the proposal for: Section Number 21-00133-00-PV _____.

8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full
amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this
proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed
that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the
product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will
be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this
contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on
BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid
specified in the Schedule for Multiple Bids below.

RETURN WITH BID



**Illinois Department
of Transportation**

SCHEDULE OF PRICES

A bid will be declared unacceptable if neither a unit price nor total price is shown.

County Macon
Local Public Agency City of Decatur
Section 21-00133-00-PV
Route FAU 7452

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Bid Type	Unit Price	Total
Base Bid						
42300201	HIGH-EARLY STRENGTH PCC DRIVEWAY, 6 INCH	SQ YD	43	Base Bid	105.00	4,515.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	755.5	Base Bid	14.70	11,105.85
42400800	DETECTABLE WARNINGS	SQ FT	60	Base Bid	38.33	2,299.80
44000100	PAVEMENT REMOVAL	SQ YD	12216	Base Bid	19.18	234,302.88
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	54	Base Bid	23.10	1,247.40
44000600	SIDEWALK REMOVAL	SQ FT	652	Base Bid	5.88	3,833.76
44001700	COMBINATION CONCRETE CURB AND GUTTER REM AND REPLACE	FOOT	2269	Base Bid	67.73	153,679.37
44003100	MEDIAN REMOVAL	SQ FT	5000	Base Bid	7.67	38,350.00
60207105	CATCH BASIN, TYPE C WITH NEW TYPE 3 FRAME AND GRATE	EACH	2	Base Bid	3,412.50	6,825.00
60250200	CATCH BASIN TO BE ADJUSTED	EACH	17	Base Bid	840.00	14,280.00
60250400	CATCH BASIN TO BE ADJUSTED W/ NEW TYPE 1 FRAME, OPEN LID	EACH	3	Base Bid	3,753.75	11,261.25
60250600	CATCH BASIN TO BE ADJUSTED W/ NEW TYPE 3 FRAME AND GRATE	EACH	1	Base Bid	2,887.50	2,887.50
60255500	MANHOLES TO BE ADJUSTED	EACH	4	Base Bid	1,837.50	7,350.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	8	Base Bid	3,753.75	30,030.00
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	EACH	4	Base Bid	3,543.75	14,175.00
60500080	REMOVING CATCH BASINS TO MAINTAIN FLOW	EACH	2	Base Bid	2,835.00	5,670.00
60618300	CONCRETE MEDIAN SURFACE, 4"	SQ FT	5000	Base Bid	8.19	40,950.00
60625600	ISLAND PAVEMENT, 6 INCH	SQ YD	40	Base Bid	189.00	7,560.00
60625900	PCC RAMPED MEDIAN TERMINAL	EACH	3	Base Bid	2,520.00	7,560.00
88600100	DETECTOR LOOP, TYPE I	FOOT	492	Base Bid	62.73	30,863.16
X2800001	EROSION CONTROL	LSUM	1	Base Bid	3,850.00	3,850.00
X3510140	AGGREGATE BASE COURSE, SPECIAL	TON	4174	Base Bid	25.90	108,106.60
X4402800	ISLAND PAVEMENT REMOVAL	SQ YD	40	Base Bid	68.25	2,730.00
X7010100	TRAFFIC CONTROL AND PROTECTION, SPECIAL	LSUM	1	Base Bid	48,534.00	48,534.00
X7830060	GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS & SYMBOLS	SQ FT	63	Base Bid	12.60	793.80
X7830074	GROOVING FOR RECESSED PAVEMENT MARKING 7"	SQ FT	2981	Base Bid	2.36	7,035.16
X7830078	GROOVING FOR RECESSED PAVEMENT MARKING 13"	SQ FT	1518	Base Bid	6.93	10,519.74
X7830090	GROOVING FOR RECESSED PAVEMENT MARKING 25"	SQ FT	190	Base Bid	15.75	2,992.50
	Subtotal for Base Bid					813,307.77

RETURN WITH BID

Bidder's Proposal for making Entire Improvements

[illegible]

[illegible]

Bidder's Proposal for making Entire Improvements

[illegible]

CONTRACTOR CERTIFICATIONS

County	<u>Macon</u>
Local Public Agency	<u>City of Decatur</u>
Section Number	<u>21-00133-00-PV</u>
Route	<u>FAU 7452</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County Macon
 Local Public Agency City of Decatur
 Section Number 21-00133-00-PV
 Route FAU 7452

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name DUNN COMPANY, A DIVISION OF TYROLT, INC.

Signed By David W. Tyrolt
DAVID W. TYROLT President

Business Address 124 N. MERCE ST.
DECATUR, IL 62522

Insert Names of Officers

President DAVID W. TYROLT
 Secretary ROBERT E. DUNN
 Treasurer DAVID M. PECK

Attest:

David M. Peck, Asst. Secretary
 DAVID M. PECK, Asst. Secretary



RETURN WITH BID

Route	FAU 7452
County	Macon
Local Agency	City of Decatur
Section	21-00133-00-PV

WE Dunn Company, a division of Tyrolt, Inc. as PRINCIPAL,
d United Fire & Casualty Company as SURETY,

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 21st day of July, 2021

Dunn Company, a division of Tyrolt, Inc.

(Company Name)

(Company Name)

By: David M Peck, CFO (Signature and Title)

By: _____
(Signature and Title)

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

United Fire & Casualty Company
(Name of Surety)

Surety

By: Blake E. Allison
Blake E Allison, Attorney-in-Fact (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF MACON
Catherine L Ater

I, Catherine L Ater, a Notary Public in and for said county,
do hereby certify that David M Peck & Blake E Allison

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this 21st day of July, 2021

My commission expires May 7, 2023

OFFICIAL SEAL

CATHERINE LATER

(Notary Public) NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES MAY. 07, 2023

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[illegible]

(Company/Bidder Name)

(Signature and Title)

Date _____



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

KEVIN J BREHENY, RANDY S CANNADY, TIM R PATTON, JAMES D. MORGASON, DANIEL A MARTINI, BLAKE E ALLISON, RANDY S TAYLOR, ASHLYN B. TUCKER, 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 \$40,000,000.00 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 is continuous and shall remain in full force and effect until 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 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 15th day of November, 2017

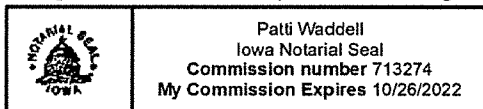


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of November, 2017, 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.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

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 21st day of July, 2021.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



Apprenticeship or Training Program Certification

Return with Bid

Route FAU 7452
County Macon
Local Agency City of Decatur
Section 21-00133-00-PV

All contractors are required to complete the following certification:

☒ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

PLEASE SEE ATTACHED DUNN COMPANY APPRENTICESHIP
& TRAINING PROGRAMS DOCUMENT.



A Division of Tyrolt, Inc.

PAVING • MILLING • STABILIZATION

APPRENTICESHIP & TRAINING PROGRAMS

Dunn Company is a participant in the following Apprenticeship & Training Programs:

Laborers:

United States Department of Labor – Bureau of Apprenticeship approved Apprentice & Training Program for the trade of Construction Craft Laborer through the Laborers' International Union of North America and Illinois Laborers & Contractors Joint Apprenticeship & Training Program, R.R. 3, Mt. Sterling, IL 62353

Operators:

Apprenticeship and Skill Improvement Program, Operating Engineer Local #150, 19800 W. South Arsenal Road, Wilmington, IL 60481

Peoria Operating Engineers Area Joint Apprenticeship Committee, Local #649, 6408 W. Plank Road, Peoria, IL 61804

Operating Engineers Apprenticeship and Skill Improvement Committee for Central Illinois, Local #965, 3208 Young Road, Mechanicsburg, IL 62545

International Union of Operating Engineers, Local #841, Apprenticeship and Training Program, P.O. Box 146, Universal, IN 47884

Office of Apprenticeship Training, Bureau of Apprenticeship and Training, Local #520, 516 Engineer Road, Granite City, IL 62040

International Union of Operating Engineers, Local #318 Joint Apprenticeship and Training Program, 8963 Crenshaw Road, Marion, IL 62959

Teamsters:

The Illinois Conference of Teamsters affiliated with the International Brotherhood of Teamsters, Joint Council No. 25 Training Fund.

Documentation of the above may be obtained by calling Dunn Company, (217) 429-4444.

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder:

DUNN COMPANY, A
DIVISION OF TYMOLT INC.
724 N. MERIDEN ST.

Address:

DECATUR, FL 32522

By:

David W. Tybolt
(Signature)

Title:

DAVID W. TYMOLT, PRESIDENT



Illinois Department of Transportation

Affidavit of Illinois Business Office

County Macon
Local Public Agency City of Decatur
Section Number 21-00133-00-PV
Route FAU 7452

State of ILLINOIS)
) ss.
County of MACON)

I, DAVID W. TYBOLT of DECATUR, ILLINOIS,
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the PRESIDENT of DUNN COMPANY, A
officer or position DIVISION OF TYBOLT, INC. bidder

2. That I have personal knowledge of the facts herein stated.

3. That, if selected under this proposal, DUNN COMPANY, A
DIVISION OF TYBOLT, INC. (bidder), will maintain a

business office in the State of Illinois which will be located in MACON County, Illinois.

4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.

5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

David W. Tybolt
(Signature)

DAVID W. TYBOLT PRESIDENT
(Print Name of Affiant)

This instrument was acknowledged before me on 16th day of July, 2021.

(SEAL)



Tiffany C. Crow
(Signature of Notary Public)

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF ILLINOIS)

) ss

COUNTY OF MAKON)

DAVID W. TYROLT, being first duly sworn, deposes and says that they are PRESIDENT (sole owner, partner, president, secretary, etc.) of DINN COMPANY, A DIVISION OF TYROLT 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:

David W. Tyrolt
DAVID W. TYROLT, Title PRESIDENT

Subscribed and sworn to before me this 11th day of July, 2021.

(SEAL)



Tiffany C. Crow
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



Illinois Department of Transportation

Certificate of Eligibility

Dunn Company
724 North Mercer Street DECATUR, IL 62522

Contractor No 1550

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$77,205,000.00

001	EARTHWORK	\$1,550,000
003	HMA PLANT MIX	\$16,200,000
006	CLEAN & SEAL CRACKS/JOINTS	\$450,000
007	SOIL STABILIZATION & MOD.	\$8,350,000
032	COLD MILL PLAN. & ROTOMILL	\$4,550,000
042	COLD (IN-PLACE) RECYCLING	\$14,600,000
08A	AGGREGATE BASES & SURF. (A)	\$3,925,000
15A	COVER & SEAL COATS (A)	\$3,725,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/20/2021 TO 4/30/2022 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/20/2021.


Engineer of Construction



DUNNCOM-01

MMASSEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Randy Taylor	
	PHONE (A/C, No, Ext): (217) 859-7033 FAX (A/C, No): (217) 877-0795	
	E-MAIL ADDRESS: rtaylor@firstmid.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : West Bend Mutual Insurance Company	15350
INSURED Dunn Company, a Division of Tyrolt Inc 724 North Mercer Decatur, IL 62522	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			A210838	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A210838	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE			A210838	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 DED ☒ RETENTION \$ 0
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	A210843	1/1/2021	1/1/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented Equip			A210838	1/1/2021	1/1/2022	Limit 690,000
A	Installation Floater			A210838	1/1/2021	1/1/2022	Limit 35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Country Club & Airport Road Reconstruction, Section #21-00133-00-PV, Macon County, Route FAU 7452

CERTIFICATE HOLDER

CANCELLATION

City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bid Clarification
Airport Road and Country Club Road
City Project 2021-33
IDOT Certificate of Eligibility

The City of Decatur would like to send a reminder that you must have an IDOT Certificate of Eligibility on file with the office of Public Works before your bid may be opened. *Please note, that if your certificate is enclosed with your bid, your bid may not be opened.*

You may submit your certificate through email to kborn@decaturil.gov until 9:30 a.m., Wednesday July 21, 2021 or you may submit it with your bid OUTSIDE of your bid envelope.

Failure to submit your IDOT Certificate of Eligibility before the time of the bid opening will result in your bid not being opened.

Should you have any questions, please contact our office at 217-424-2747.

Tiffany Crow

From: Born, Kirsten A <KBorn@decaturil.gov>
Sent: Friday, July 16, 2021 8:57 AM
To: Tiffany Crow
Subject: RE: Airport Road & Country Club Road Bid Clarification

Received, thank you!

From: Tiffany Crow <Tiffany.Crow@dunnco.com>
Sent: Friday, July 16, 2021 8:44 AM
To: Born, Kirsten A <KBorn@decaturil.gov>
Cc: Darin Lippolt <lippoltd@dunnco.com>; Matt Naber <matthew.naber@dunnco.com>; Grant T. Pyatt <grant.pyatt@dunnco.com>
Subject: Airport Road & Country Club Road Bid Clarification

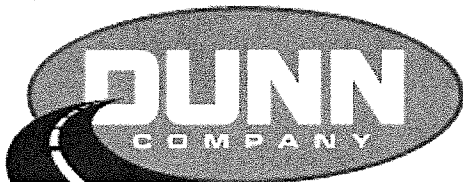
Email Security WARNING: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kirsten-

Good morning. I have attached our IDOT Certificate of Eligibility per your bid clarification request for the Airport Road and Country Club Road project.

Thanks,
Tiffany

Tiffany C. Crow
Project Accountant



PAVING • MILLING • STABILIZATION

724 N. Mercer Street
Decatur, IL 62522
217-425-4474 Direct Line
217-429-4444
217-429-7917 Fax

NOTICE: E-MAIL TO OR FROM CITY STAFF MAY BE SUBJECT TO DISCLOSURE PURSUANT TO THE ILLINOIS FREEDOM OF INFORMATION ACT.

CONFIDENTIALITY NOTICE: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by email reply.

NOTICE: E-MAIL TO OR FROM CITY STAFF MAY BE SUBJECT TO DISCLOSURE PURSUANT TO THE ILLINOIS FREEDOM OF INFORMATION ACT.

CONFIDENTIALITY NOTICE: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by email reply.

Tiffany Crow

From: Microsoft Outlook
To: Born, Kirsten A
Sent: Friday, July 16, 2021 8:44 AM
Subject: Relayed: Airport Road & Country Club Road Bid Clarification

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

Born, Kirsten A (KBorn@decaturil.gov)

Subject: Airport Road & Country Club Road Bid Clarification



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 7/21/2021
(Letting date)

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	Johns Hill School	Assumption Sanitary	Lincoln CSO	IDOT 95892	IDOT 93765	
Contract With	O' Shea Builders	Petersburg P&H	Plocher Construction	Kinney Contractors	Diamond	
Estimated Completion Date	12/21	12/21	12/21	12/21	10/21	
Total Contract Price	267,930.00	515,860.00	176,154.00	220,383.60	282,520.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						0.00
Uncompleted Dollar Value if Firm is the Subcontractor	267,930.00	190,860.00	176,154.00	220,383.60	282,520.00	1,137,847.60
Total Value of All Work						1,137,847.60

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	267,930.00	190,860.00	176,154.00	220,383.60		855,327.60
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
Stabilization						0.00
CIR					282,520.00	282,520.00
Totals	267,930.00	190,860.00	176,154.00	220,383.60	282,520.00	1,137,847.60

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name David Peck CFO
Officer or Director Title

Notary Public

Signed _____

My commission expires: _____

Company Dunn Company

(Notary Seal)

Address 724 N Mercer Street
Decatur IL 62522



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 7/21/2021
(Letting date)

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number	Walmart East	COD State MFT	IDOT 74A52	Spring Creek Plaza	Capital Avenue	
Contract With	Jordan Construction	City of Decatur	IDOT	Legacy Construction	Lakeland Paving	
Estimated Completion Date	10/21	11/21	9/21	10/21	8/21	
Total Contract Price	919,649.00	1,203,549.00	148,468.00	135,624.50	159,476.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		1,203,549.00	148,468.00			1,352,017.00
Uncompleted Dollar Value if Firm is the Subcontractor	919,649.00			135,624.50	159,476.00	2,352,597.10
Total Value of All Work						3,704,614.10

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	919,649.00	313,687.74		105,624.50		2,194,288.84
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			42,220.15			42,220.15
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats			106,248.00			106,248.00
Concrete Construction				30,000.00		30,000.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling		97,500.22				97,500.22
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (FDR)						0.00
Stabilization						0.00
CIR					159,476.00	441,996.00
Totals	919,649.00	411,187.96	148,468.15	135,624.50	159,476.00	2,912,253.21

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor		Bodine Electric			
Type of Work		Electrical			
Subcontract Price		62,381.00			
Amount Uncompleted		62,381.00			
Subcontractor		Burdick Plumbing			
Type of Work		Utilities			
Subcontract Price		314,803.80			
Amount Uncompleted		314,803.80			
Subcontractor		Kinney Contractors			
Type of Work		Concrete			
Subcontract Price		379,385.70			
Amount Uncompleted		379,385.70			
Subcontractor		Varsity Striping			
Type of Work		Pavement Markings			
Subcontract Price		35,790.54			
Amount Uncompleted		35,790.54			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	792,361.04	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this __9th__ day of __September__, 2019__.

Type or Print Name _____
Officer or Director _____ Title _____

Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 7/21/2021
(Letting date)

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	IDOT 74757	Local MFT 2021	Johns Hill Neighborhood	IDOT 91603	IDOT 93770	
Contract With	UCM	City of Decatur	Romano Company	UCM	PH Broughton	
Estimated Completion Date	12/22		12/21	10/21	10/21	
Total Contract Price	183,351.00	1,120,512.69	1,387,922.75	268,740.00	452,777.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		392,179.44				1,744,196.44
Uncompleted Dollar Value if Firm is the Subcontractor	183,351.00		962,485.61	268,740.00	452,777.00	4,219,950.71
Total Value of All Work						5,964,147.15

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving		260,788.53	719,607.48			3,174,684.85
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			45,900.00			88,120.15
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						106,248.00
Concrete Construction						30,000.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Underground Utilities						0.00
Cold Milling, Planning & Rotomilling			139,592.25			237,092.47
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (FDR)						0.00
Stabilization	183,351.00		57,385.88			240,736.88
CIR				268,740.00	452,777.00	1,163,513.00
Totals	183,351.00	260,788.53	962,485.61	268,740.00	452,777.00	5,040,395.35

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor		Kinney Contractors			
Type of Work		Concrete			
Subcontract Price		217,367.57			
Amount Uncompleted		76,078.65			
Subcontractor		Burdick Plumbing			
Type of Work		Underground Utilities			
Subcontract Price		131,102.40			
Amount Uncompleted		45,885.84			
Subcontractor		D2K Traffic			
Type of Work		Striping			
Subcontract Price		26,932.62			
Amount Uncompleted		9,426.42			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	131,390.91	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _8th_ day of ___ September, 2020__.

Type or Print Name _____ CFO
Officer or Director Title

Notary Public

Signed _____

My commission expires: _____

Company Dunn Company

(Notary Seal)

Address 724 N Mercer St

Decatur, IL 62522



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 7/21/2021
(Letting date)

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

					Awards Pending	
Contract Number	INDOT	Macon County Oil and Chip	US 30 Laporte	Ford Ridge Wind Farm	Clinton Dam Roadway	
Contract With	SR 23 Liberty	MCHD	Milestone	Barton Malow	Clinton Nuclear Plant	
Estimated Completion Date	8/21	8/21	8/21	10/21	11/21	
Total Contract Price	188,976.70	523,257.30	1,645,105.79	758,858.00	283,398.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		470,931.57			283,398.00	2,498,526.01
Uncompleted Dollar Value if Firm is the Subcontractor	188,976.70		1,645,105.79	758,858.00		6,812,891.20
Total Value of All Work						9,311,417.21

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving					170,038.80	3,344,723.65
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		59,778.81				147,898.96
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats		411,152.76				517,400.76
Concrete Construction						30,000.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling					113,359.20	350,451.67
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (Full Depth Reclamation)						0.00
Stabilization				758,858.00		999,594.88
CIR	188,976.70		1,645,105.79			2,997,595.49
Totals	188,976.70	470,931.57	1,645,105.79	758,858.00	283,398.00	8,387,665.41

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this __1st__ day of __March__, 2021.

Type or Print Name David Peck CFO
Officer or Director Title

Notary Public

Signed _____

My commission expires: _____

Company Dunn Company

(Notary Seal)

Address 724 N Mercer St

Decatur, IL 62522



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 7/21/2021
(Letting date)

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	Alta Farms Wind	TDOT SR18, CNV 158	John's Hill Bid A	2021 COD Annual Watermain		
Contract With	White Construction	Standard Construction	Decatur Public Schools	Burdick Plumbing		
Estimated Completion Date	10/21	21-Oct	10/21	10/21		
Total Contract Price	3,604,383.00	753,764.00	234,250.00	618,175.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			234,250.00			2,732,776.01
Uncompleted Dollar Value if Firm is the Subcontractor	540,657.45	753,764.00		618,175.00		8,725,487.65
Total Value of All Work						11,458,263.66

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving			234,250.00	618,175.00		4,197,148.65
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						147,898.96
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						517,400.76
Concrete Construction						30,000.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						350,451.67
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (FDR)						0.00
Stabilization	540,657.45					1,540,252.33
CIR		753,764.00				3,751,359.49
Totals	540,657.45	753,764.00	234,250.00	618,175.00	0.00	10,534,511.86

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

* For each contract described in Part I, list all the work you have subcontracted to others.

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Decatur, IL 62522



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of 7/21/2021

(Letting date)

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	IDOT 89765	SR 38	Harrison Co Indiana Old Highway 111	IDOT 91592		
Contract With	UCM	Milestone Contractors	C&R	Open Road Paving		
Estimated Completion Date	10/21	8/21	8/21	10/21		
Total Contract Price	585,135.75	225,295.00	718,600.00	383,292.04		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						2,732,776.01
Uncompleted Dollar Value if Firm is the Subcontractor	585,135.75	225,295.00	718,600.00	383,292.04		10,637,810.44
Total Value of All Work						13,370,586.45

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces.
All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

					Accumulated Totals
Earthwork					0.00
Portland Cement Concrete Paving					0.00
HMA Plant Mix					0.00
HMA Paving					4,197,148.65
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces					147,898.96
Highway,R.R. and Waterway Structures					0.00
Drainage					0.00
Electrical					0.00
Cover and Seal Coats					517,400.76
Concrete Construction					30,000.00
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Signing					0.00
Cold Milling, Planning & Rotomilling	15,329.05				365,780.72
Demolition					0.00
Pavement Markings (Paint)					0.00
Other Construction (FDR)	569,806.70		718,600.00		1,288,406.70
Stabilization					1,540,252.33
CIR		225,295.00		383,292.04	4,359,946.53
Totals	585,135.75	225,295.00	718,600.00	383,292.04	0.00
					12,446,834.65

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Illinois Department

For each contract described in Part I, list all the work you have subcontracted to others.

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

this 14th day of April, 2021.

Signed _____

Address 724 N Mercer St
Decatur, IL 62522



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

For the Letting of 7/21/2021

(Letting date)

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						2,732,776.01
Uncompleted Dollar Value if Firm is the Subcontractor						10,637,810.44
Total Value of All Work						13,370,586.45

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces.
All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						4,197,148.65
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						147,898.96
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						517,400.76
Concrete Construction						30,000.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						365,780.72
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						1,288,406.70
Stabilization						1,540,252.33
CIR						4,359,946.53
Totals	0.00	0.00	0.00	0.00	0.00	12,446,834.65

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

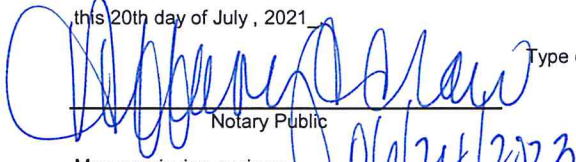
For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 20th day of July, 2021


Notary Public
My commission expires: 06/24/2023

(Notary Seal)



Type or Print Name Darin Lippolt Director of Sales and Estimating
Officer or Director Title

Signed

Company Dunn Company

Address 724 N Mercer St
Decatur, IL 62522

Project Name: Country Club and Airport Road Reconstruction Project Number: 2021-33 Bid Date: July 21, 2021 Time: 10:00 a.m. Fund: Rebuild Illinois Funds				Engineer's Estimate City Engineering Division		Dunn Company A Division of Tyrolt Inc 724 N Mercer Street Decatur, IL 62522	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
Base Bid							
42300201	HIGH-EARLY STRENGTH PCC DRIVEWAY, 6 INCH	43	SQ YD	\$75.00	\$3,225.00	\$105.00	\$4,515.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	755.5	SQ FT	\$14.50	\$10,954.75	\$14.70	\$11,105.85
42400800	DETECTABLE WARNINGS	60	SQ FT	\$40.00	\$2,400.00	\$38.33	\$2,299.80
44000100	PAVEMENT REMOVAL	12216	SQ YD	\$15.00	\$183,240.00	\$19.18	\$234,302.88
44000200	DRIVEWAY PAVEMENT REMOVAL	54	SQ YD	\$20.00	\$1,080.00	\$23.10	\$1,247.40
44000600	SIDEWALK REMOVAL	652	SQ FT	\$5.00	\$3,260.00	\$5.88	\$3,833.76
44001700	COMBINATION CONCRETE CURB AND GUTTER REM AND REPLACE	2269	FOOT	\$70.00	\$158,830.00	\$67.73	\$153,679.37
44003100	MEDIAN REMOVAL	5000	SQ FT	\$7.00	\$35,000.00	\$7.67	\$38,350.00
60207105	CATCH BASIN, TYPE C WITH NEW TYPE 3 FRAME AND GRATE	2	EACH	\$3,300.00	\$6,600.00	\$3,412.50	\$6,825.00
60250200	CATCH BASIN TO BE ADJUSTED	17	EACH	\$1,300.00	\$22,100.00	\$840.00	\$14,280.00
60250400	CATCH BASIN TO BE ADJUSTED W/ NEW TYPE 1 FRAME, OPEN LID	3	EACH	\$3,000.00	\$9,000.00	\$3,753.75	\$11,261.25
60250600	CATCH BASIN TO BE ADJUSTED W/ NEW TYPE 3 FRAME AND GRATE	1	EACH	\$3,000.00	\$3,000.00	\$2,887.50	\$2,887.50
60255500	MANHOLES TO BE ADJUSTED	4	EACH	\$1,300.00	\$5,200.00	\$1,837.50	\$7,350.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	8	EACH	\$3,000.00	\$24,000.00	\$3,753.75	\$30,030.00
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	4	EACH	\$3,000.00	\$12,000.00	\$3,543.75	\$14,175.00
60500080	REMOVING CATCH BASINS TO MAINTAIN FLOW	2	EACH	\$1,700.00	\$3,400.00	\$2,835.00	\$5,670.00
60618300	CONCRETE MEDIAN SURFACE, 4"	5000	SQ FT	\$12.00	\$60,000.00	\$8.19	\$40,950.00
60625600	ISLAND PAVEMENT, 6 INCH	40	SQ YD	\$15.00	\$600.00	\$189.00	\$7,560.00
60625900	PCC RAMPED MEDIAN TERMINAL	3	EACH	\$1,000.00	\$3,000.00	\$2,520.00	\$7,560.00
88600100	DETECTOR LOOP, TYPE I	492	FOOT	\$50.00	\$24,600.00	\$62.73	\$30,863.16
X2800001	EROSION CONTROL	1	LSUM	\$5,000.00	\$5,000.00	\$3,850.00	\$3,850.00
X3510140	AGGREGATE BASE COURSE, SPECIAL	4174	TON	\$30.00	\$125,220.00	\$25.90	\$108,106.60
X4402800	ISLAND PAVEMENT REMOVAL	40	SQ YD	\$7.50	\$300.00	\$68.25	\$2,730.00
X7010100	TRAFFIC CONTROL AND PROTECTION, SPECIAL	1	LSUM	\$10,000.00	\$10,000.00	\$48,534.00	\$48,534.00
X7830060	GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS & SYMBOLS	63	SQ FT	\$7.00	\$441.00	\$12.60	\$793.80
X7830074	GROOVING FOR RECESSED PAVEMENT MARKING 7"	2981	SQ FT	\$5.00	\$14,905.00	\$2.36	\$7,035.16
X7830078	GROOVING FOR RECESSED PAVEMENT MARKING 13"	1518	SQ FT	\$7.00	\$10,626.00	\$6.93	\$10,519.74
X7830090	GROOVING FOR RECESSED PAVEMENT MARKING 25"	190	SQ FT	\$8.50	\$1,615.00	\$15.75	\$2,992.50
Alternate A: Concrete Pavement							
35200600	EARTH EXCAVATION	2715	CU YD	\$35.00	\$95,025.00		\$0.00
40201000	AGGREGATE, TEMPORARY ACCESS	912	TON	\$50.00	\$45,600.00		\$0.00
42000501	PORTLAND CEMENT CONCRETE PAVEMENT, 10 INCH (JOINTED)	8636	SQ YD	\$75.00	\$647,700.00		\$0.00
42001100	HIGH-EARLY STRENGTH PCC PAVEMENT, 10 INCH	3580	SQ YD	\$105.00	\$375,900.00		\$0.00
78009000	MODIFIED URETHANE PAVEMENT MARKINGS, LETTERS & SYMBOLS	63	SQ FT	\$6.80	\$428.40		\$0.00
78009006	MODIFIED URETHANE PAVEMENT MARKING, 6 INCH	5110	FOOT	\$2.00	\$10,220.00		\$0.00
78009012	MODIFIED URETHANE PAVEMENT MARKING, 12 INCH	1401	FOOT	\$5.00	\$7,005.00		\$0.00
78009024	MODIFIED URETHANE PAVEMENT MARKING, 24 INCH	91	FOOT	\$7.00	\$637.00		\$0.00
Alternate B: Hot-Mix-Asphalt Pavement							
35200600	EARTH EXCAVATION	3735	CU YD	\$35.00	\$130,725.00	\$29.04	\$108,464.40
40201000	AGGREGATE, TEMPORARY ACCESS	1082	TON	\$50.00	\$54,100.00	\$48.95	\$52,963.90
40600290	BITUMINOUS MATERIAL (TACK COAT)	5500	POUND	\$0.75	\$4,125.00	\$0.80	\$4,400.00
40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19, N70	7525	TON	\$110.00	\$827,750.00	\$96.20	\$723,905.00
40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	1369	TON	\$110.00	\$150,590.00	\$115.03	\$157,476.07
78000100	THERMOPLASTIC PAVEMENT MARKINGS, LETTERS & SYMBOLS	63	SQ FT	\$12.00	\$756.00	\$7.88	\$496.44
78000400	THERMOPLASTIC PAVEMENT MARKING, 6 INCH	5110	FOOT	\$2.50	\$12,775.00	\$1.95	\$9,964.50
78000600	THERMOPLASTIC PAVEMENT MARKING, 12 INCH	1401	FOOT	\$6.00	\$8,406.00	\$3.91	\$5,477.91
78000650	THERMOPLASTIC PAVEMENT MARKING, 24 INCH	91	FOOT	\$12.00	\$1,092.00	\$7.88	\$717.08
Z0033700	LONGITUDINAL JOINT SEALANT	2763	FOOT	\$10.00	\$27,630.00	\$5.20	\$14,367.60
TOTAL BASE BID (AS CORRECTED)				\$739,596.75		\$813,307.77	
Percent Over Under ENGINEER'S ESTIMATE						9.97%	
TOTAL BASE + ALTERNATE A BID (AS CORRECTED)				\$1,922,112.15		NO BID	
Percent Over Under ENGINEER'S ESTIMATE							
TOTAL BASE BID + ALTERNATE B BID (AS CORRECTED)				\$1,957,545.75		\$1,891,540.67	
Percent Over Under ENGINEER'S ESTIMATE						-3.37%	


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

7/22/2021
 Date



COUNTRY CLUB RD - ALTERNATE B BID: 11" HMA BASE COURSE & 2" SURFACE COURSE

City Clerk

DATE: 7/29/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Reappointment - Construction and Housing Board of Appeals

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointment of Danny White to the Construction and Housing Board of Appeals.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Danny White

Construction and Housing Board of Appeals

1/1/2025

Dated this 2nd day of August, 2021.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021-_____
RESOLUTION APPROVING REAPPOINTMENT

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

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

PRESENTED AND ADOPTED this 2nd day of August, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 2nd day of August, 2021.

Julie Moore Wolfe, Mayor