Tuesday, July 6, 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. Proclamations and Recognitions

III. Appearance of Citizens

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

IV. Approval of Minutes

Approval of Minutes of June 21, 2021 City Council Meeting

V. Unfinished Business

VI. New Business

1. Resolution Authorizing Use of Space in the Decatur Public Library for Employee Health Care Clinic
2. Resolution Authorizing Use of Space in the Decatur Public Library for Office Space by the Community Investment Corporation of Decatur
3. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for Annual Street Restoration, City Project 2021-08
4. Resolution to Appropriate Rebuild Illinois Funds for Reconstruction of Airport Road and Country Club Road by Municipality Under the Illinois Highway Code City Project 2021-33
5. Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Rush Truck Centers for the Purchase of Two (2) 2022 International HV507 SFA 4x2's Single Axle Dump Trucks

6. Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Rush Truck Centers for the Purchase of One (1) 2022 International HV507 SFA 6x4 Tandem Axle Dump Truck with a Plow and Spreader
7. Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid of Rush Truck Centers for the Purchase of One (1) 2022 International HV507 SFA 6x4 Tandem Axle Dump Truck
8. Resolution Authorizing an Indefeasible Right of Use Agreement and Associated Sales Order with Pontus LLC, a Series LLC for the Individually Protected Sunna Fiber LLC, DBA Sunna Fiber LLC to obtain Dark Fiber from the City of Decatur Fiber Network

VII. Other Business

VIII. Adjournment

SUBJECT: Approval of Minutes of June 21, 2021 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of June 21, 2021 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, June 21, 2021

On Monday, June 21, 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 Julie Moore Wolfe presided, together with her being Council members Rodney Walker, Bill Faber, Ed Culp, Lisa Gregory, David Horn and Chuck Kuhle. Mayor Moore Wolfe declared a quorum present.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe announced that the Resolution Approving Appointment, Police Pension Fund Board of Trustees was pulled from the City Council agenda.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Shelley Kretsinger, Carman Brooks, Amber Girard, Tara Daniels, Glenn Schloss, and Alan Duesterhaus.

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

The minutes of the June 7, 2021, Regular City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Rodney Walker, Bill Faber, Ed Culp, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

City Manager Wrighton presented the Treasurer's Financial Report.

Councilman Faber exited the Council Chamber at 6:06 p.m. and returned at 6:09 p.m.

R2021-112 Resolution Authorizing City Manager to Execute an Agreement with Arthur J. Gallagher, Risk Management Services, Inc. for Risk Management Advisory Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2021-113 Resolution Authorizing an Intergovernmental Agreement with the Illinois Department of Transportation for Maintenance of Traffic Control Devices, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2021-114 Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services, Inc. to Provide Preliminary Design Services for the Oakland and Grand Area Sewer Separation Study, City Project 2021-01, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Public Works Director Matt Newell gave a brief overview of the Resolution and answered questions from Council regarding funding sources for the project.

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

Council held a lengthy discussion on Relief Fund allocations. The consensus of Council indicated that they were in favor of spending $9 million on three high priority water and sewer projects; $4 million for revenue replacement to the General and Motor Fuel Tax funds; $1 million on broadband expansion; $2 million for housing under the city's neighborhood revitalization initiative and $500,000 for other COVID responses.

Councilman Faber exited the Council Chambers at 7:06 p.m. and returned at 7:10 p.m.

Council held a discussion concerning the revenue loss at the Children's Museum of Illinois resulting from being closed during COVID.

Councilman Faber exited the Council Chamber at 7:33 p.m. and returned at 7:36 p.m.

The consensus of Council indicated that they were comfortable using a portion of Relief Fund allocations to assist with the deficit at the Children's Museum of Illinois.

With the conclusion of the Relief Fund allocations discussion, Mayor Moore Wolfe called for Other Business.

Council thanked Juneteenth Celebration organizers and volunteers. Councilwoman Gregory was thanked for her efforts in bringing the fireworks back to Decatur.

With no Other Business, Mayor Moore Wolfe called for adjournment.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 7:50 p.m.

Approved: ____________________
Kim Althoff
City Clerk

SUBJECT: Resolution Authorizing Use of Space in the Decatur Public Library for Employee Health Care Clinic

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Supporting Documentation	Backup Material

July 1, 2021

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

FROM: Scot Wrighton, City Manager

RE: Use of Space at the Decatur Public Library

It is requested that the City Council approve the attached resolution authorizing alternative uses of approximately 4400 square feet in the upper level of the Decatur Public Library building, in the portion of the building controlled by the city (i.e., not covered by the library lease). This space is currently used by Friends of the Library for book storage and book sorting. It is proposed instead that two-thirds of the space be used for the planned employee clinic, with the remaining one-third used to house the offices of the Community Investment Corporation of Decatur (CICD). I have discussed this change with Friends of the Library, and they have begun a dialogue with the library about how to integrate the Friends of the Library book sales into the library's space.

After the City Council approved a clinic contract with Activate, the city and Activate evaluated numerous sites in Decatur in an effort to find the best location. This analysis included looking at several existing commercial buildings that were used as clinics. Some of these existing former clinic locations had remodeling and fit-out costs that are less than the library space, but the library space was still less expensive because there will be no rent payments at the library, and because the library location enables the city to obtain a grant for the retrofit equal to about 87% of the total construction cost. The city's ten-year cost estimate is also attached.

The remodeling project will be managed by Activate, but prevailing wage rules will apply, and the construction estimates are based on this assumption. The estimated 13% local match will be paid from the Employee Benefit/Insurance Fund. I anticipate that the CICD portion of the remodeling will be paid with defederalized revolving loan funds. Alternatively, this expense could be paid from unspent CARES funds because the CICD advances small business assistance programs in Decatur.

The CICD has been without a home since they moved out of the former incubator on Imboden Avenue (former Borg Warner building). This property was sold to Pugsley so that their materials storage yard on West Eldorado could be relocated. The CICD is being gradually reshaped to serve as the city's small business assistance and new business start-up agency. They will also host SCORE.

RESOLUTION NO. ___________

RESOLUTION AUTHORIZING USE OF SPACE IN THE DECATUR PUBLIC LIBRARY FOR EMPLOYEE HEALTH CARE CLINIC

WHEREAS, the City Council authorized the City Manager to execute an agreement on December 7th, 2020 for the creation of a Healthcare Clinic to service participants in the city's healthcare benefit plan with Paladina Health, LLC, DBA: Activate Healthcare.

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

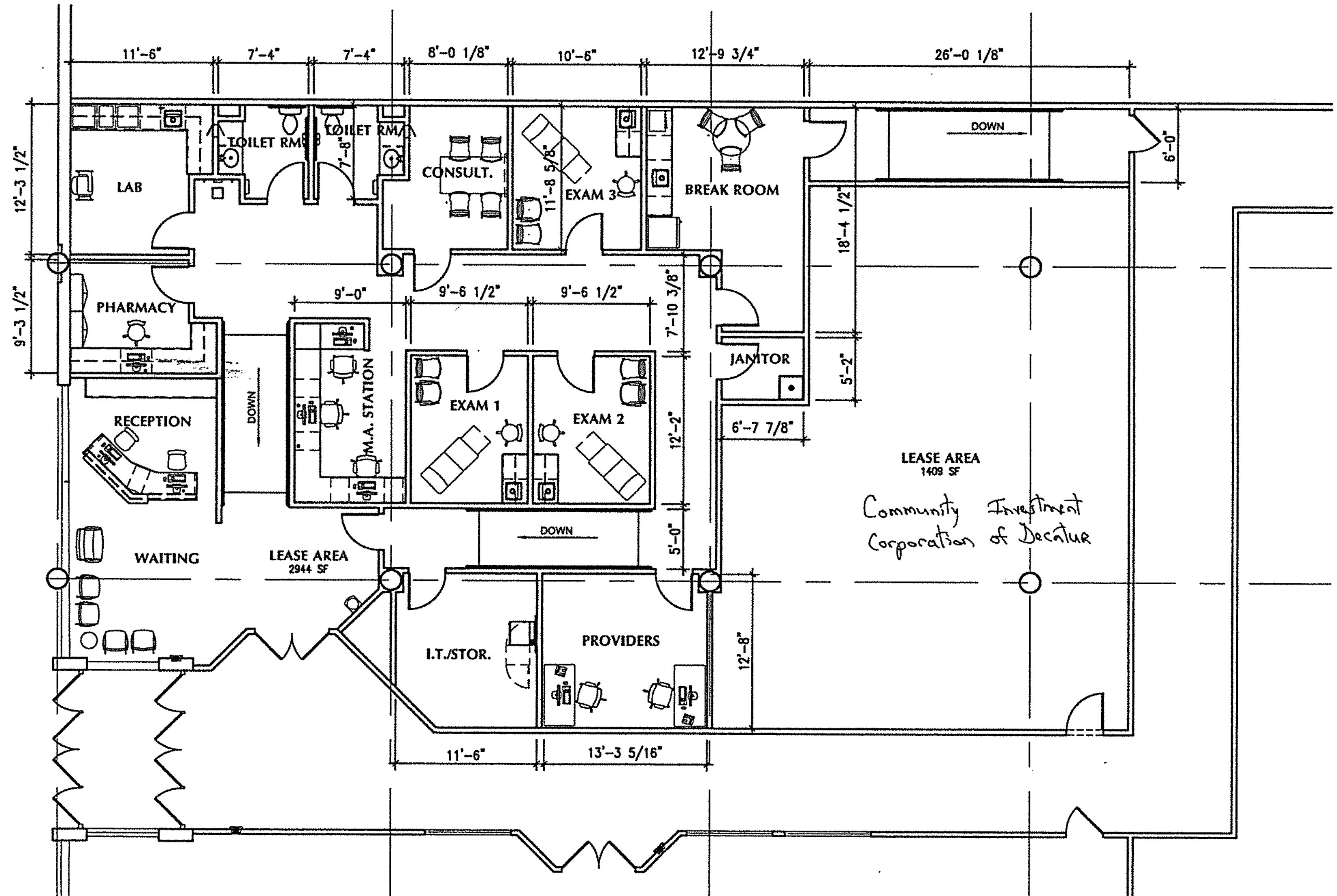
Section 1: That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute documents necessary to effectuate the use of a portion of the Decatur Public Library by Paladina Health, LLC, DBA: Activate Healthcare as described above.

PRESENTED AND ADOPTED THIS 6th day of July 2021.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
CITY CLERK



BEILHARZ
ARCHITECTS
INCORPORATED

EVERSIDE HEALTH - DECATUR, IL

C1-4749

0 8'

06-03-2021

LAYOUT 2

701½ West First Street • Defiance, OH 43512 • Phone 419-782-6211 • www.beilharzarchitects.com

City of Decatur, Illinois
Healthcare Clinic Site Evaluation

		Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Site 2 Evaluation													
Library facility													
Clinic Investment start up													
Renovation buildout cost		685,000	Engineering estimation of clinic buildout costs										685,000
Grant reimbursement		(598,000)	Estimated grant funding to be received to defray the clinic buildout cost										(598,000)
Net Investment		87,000		-	-	-	-	-	-	-	-	-	87,000
Clinic Site costs													
Lease	note 1		-	-	-	-	-	-	-	-	-	-	
Property tax	note 1		-	-	-	-	-	-	-	-	-	-	
Insurance	note 1		-	-	-	-	-	-	-	-	-	-	
Sub Total	note 1		-	-	-	-	-	-	-	-	-	-	-
Site occupancy share	note 2		-	-	-	-	-	-	-	-	-	-	-
Site maintenance	note 3		3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	30,000
Site utilities	note 4		3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	36,000
xxxx													
City Insurance													
Property, Liability, etc	note 5		6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	60,000
Total Site costs			12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	126,000
Total Facility Cost		87,000	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	213,000

Note(s)

1	Lease expense	City owned facility - no lease expense		
2	Site occupancy share	City owned facility - no lease expense		
3	Site maintenance	city responsible for site maintenance city assumption is $250 per month	no estimation of costs	
4	Site utilities	city responsible for site utilities city assumption is $300 per month	water, gas, electric, telephone, wifi data	no estimation of costs
5	City Insurance	city responsible for facility insurance (city interior renovations and property, liability) city assumption is $500 per month		
	Assume flat costs per year			

SUBJECT: Resolution Authorizing Use of Space in the Decatur Public Library for Office Space for the Community Investment Corporation of Decatur

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. ___________

RESOLUTION AUTHORIZING USE OF SPACE IN THE DECATUR PUBLIC LIBRARY FOR OFFICE SPACE BY THE COMMUNITY DEVELOPMENT CORPORATION OF DECATUR

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

Section 1: That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute documents necessary to effectuate the use of a portion of the Decatur Public Library by the Community Investment Corporation of Decatur.

PRESENTED AND ADOPTED THIS 6th day of July 2021.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
CITY CLERK

DATE: 6/17/2021

MEMO: 2021-63

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

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 Annual Street Restoration, City Project 2021-08

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the resolution awarding the contract for the Annual Street Restoration Project, City Project 2021-08, to Dunn Company, A Division of Tyrolt, Inc. as the lowest, responsible bidder in the amount of $1,280,000 and that the Mayor be authorized to execute the contract and the City Clerk to attest. The resolution represents an expenditure of $1,203,548.85 as the low bid plus $76,451.15 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 into 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
The 2021 project will perform mill and overlay work along North and South Jasper Street in two locations. One between E. Lake Shore Drive and E. Cantrell Street. The other between E. Wood Street and E. Eldorado Street. A concrete section of Airport Road north of US 36 will also be overlaid. These roads show signs of surface fatigue due to age. The surface needs to be replaced before defects further degrade the road's base. In total, 2.6 lane miles of the City's 825 total lane miles will be rehabilitated as part of this project.

The proposed street list for Street Restoration is as follows (see attached location map):

Street	Begin	End	Surface Treatment	Length (feet)	Length (Lane

					Miles)
S. Jasper Street	E. Lake Shore Dr.	E. Cantrell St.	Mill and Overlay	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 Motor Fuel Tax funds. The project was advertised on June 2, 2021 and June 9, 2021, and bids were opened on June 16, 2021. The results of the letting are as follows (bid tabulation attached):

Bidder	**Bid Price**	**Compared to Engineer's Est. Over (Under)**
Dunn Company	**$1,203,548.85**	**3.92%**
Engineer's Estimate	**$1,158,125.00**	**------**

Four contractors took out bid packages and only one submitted a bid. Dunn Company provided the lowest responsible bid at 3.92% over the engineer's estimate. Dunn Company has successfully completed many jobs of this type for the City. 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 State Motor Fuel Tax funds.

PRIOR COUNCIL ACTION:
March 15, 2021 – Council approved Resolution R2021-39 appropriating $950,000 of Motor Fuel Tax funds for the purpose of rehabilitating streets and highways under the applicable provisions of the Illinois Highway Code.

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 February 17, 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 State Motor Fuel Tax Fund. Culvert and catch basin reconstruction and adjustments will be funded out of the Storm Water Fund ($32,890.00). Manhole adjustments will be funded out of the Sanitary Sewer Fund ($52,800.00). Water service and valve box replacements will be funded out of the Water Fund ($260,958.50). It is proposed that a total project expenditure of $1,280,000 be authorized which includes $856,900.35 of State Motor Fuel Tax money already allocated. This amount represents the low bid amount of $1,203,548.85 plus $76,451.15 for project contingencies.

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

SCHEDULE:

Following approval of the contract by the City Council the contracts will be forwarded to the Illinois Department of Transportation (IDOT) in Effingham for approval. Work on this project shall begin after a "Notice to Proceed" has been issued from the City. The Street Restoration project is scheduled to be complete by early October 2021.

MINORITY PARTICIPATION GOALS ON STATE MOTOR FUEL TAX FUNDED PROJECTS:

The City receives State Motor Fuel Tax funds which are used to perform contract maintenance on streets and bridges on a regular basis. The expenditure of State MFT funds is highly regulated by the Illinois Department of Transportation. The City's minority participation goals may not be applied to State MFT projects.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for Annual Street Restoration, City Project 2021-08	Resolution Letter
Council Bid Tab 2021-08	Backup Material
Location Maps	Backup Material

RESOLUTION NO. __________

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH DUNN COMPANY, A DIVISION OF TYROLT, INC. FOR ANNUAL STREET RESTORATION, CITY PROJECT 2021-08

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

Section 1. That the tabulation of bids received for City Project 2021-08, Street Restoration 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 $1,280,000.00.

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 $1,280,000.00.

PRESENTED and ADOPTED this 6th day of July, 2021.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
Kim L. Althoff, City Clerk

Exhibit A

RETURN WITH BID

Illinois Department of Transportation

Local Public Agency Formal Contract Proposal

PROPOSAL SUBMITTED BY		
DUNN COMPANY, A DIVISION OF TYROLIT, INC.		
Contractor's Name		
724 N. MERCER STREET		
Street		P.O. Box
DECATUR,	IL	62522
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. Various Streets

SECTION NO. 21-00108-00-FP

TYPES OF FUNDS Motor Fuel Tax

☒ SPECIFICATIONS (required) ☒ PLANS (required)

For Municipal Projects	Department of Transportation
Submitted/Approved/~~Passed~~	☒ Released for bid based on limited review
[signature]	Jeffrey Myers /BW
☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official	Regional Engineer
Date 5/21/21	Date 05/25/21

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

County Macon
Local Public Agency City of Decatur
Section Number 21-00108-00-FP
Route Various Streets

NOTICE TO BIDDERS

Sealed proposals for the improvement described below will be received at the office of Purchasing Division,
1 Gary K. Anderson Plaza, Decatur, IL 62523 (Address) until 10:30 am (Time) on 06/16/2021 (Date)

Sealed proposals will be opened and read publicly at the office of Civic Center Conference Room #100
1 Gary K. Anderson Plaza, Decatur, IL 62523 (Address) at 10:30 am (Time) on 06/16/2021 (Date)

DESCRIPTION OF WORK

Name Street Restoration Project Length: 5545.00 feet (1.05 miles)
Location Locations shown in the location maps
Proposed Improvement Mill and Overlay resurfacing with base failure patching along Jasper Street in two separate locations. Overlay a portion of Airport Road north of US 36.

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 21-00108-00-FP
Route Various Streets

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

for the improvement of the above section by the construction of Street Restoration, City Project 2021-08 Mill and Overlay resurfacing with base failure patching along Jasper Street in two separate locations. Overlay a portion of Airport Road north of US 36.

a total distance of 5545.00 feet, of which a distance of 5545.00 feet, (1.050 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 5/25/2021

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 10/01/2021 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 21-00108-00-FP______.

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.

Bid Clarification

Annual Street Restoration

City Project 2021-08

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 10:00 a.m., Wednesday, June 16, 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 Craw

From: Born, Kirsten A <KBorn@decaturil.gov>
Sent: Monday, June 14, 2021 8:13 AM
To: Tiffany Craw
Subject: RE: IDOT Certificate of Eligibility

Thank you so much!

From: Tiffany Craw <Tiffany.Craw@dunnco.com>
Sent: Monday, June 14, 2021 8:12 AM
To: Born, Kirsten A <KBorn@decaturil.gov>
Cc: Darin Lippolt <lippoltd@dunnco.com>; Grant T. Pyatt <grant.pyatt@dunnco.com>
Subject: IDOT Certificate of Eligibility

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.

Good morning Kirsten. In response to the City Project 2021-08 bid clarification request, I have attached our current IDOT Certificate of Eligibility for your files.

Thanks,
Tiffany

Tiffany C. Craw
Project Accountant

DUNN COMPANY
PAVING · MILLING · STABILIZATION

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

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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 21-00108-00-FP
Route Various Streets

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	Unit Price	Total
20800150	TRENCH BACKFILL	CU YD	124.8	$55.00	$6,864.00
28000500	INLET AND PIPE PROTECTION	EACH	12	$150.00	$1,800.00
40600290	BITUMINOUS MATERIAL (TACK COAT)	POUND	12441.18	$0.59	$7,340.30
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	471.91	$31.30	$14,770.78
40600990	TEMPORARY RAMP	SQ YD	62.44	$22.40	$1,398.66
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C ", N50	TON	2322.35	$109.85	$255,110.15
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	7810	$15.40	$120,274.00
42400800	DETECTABLE WARNINGS	SQ FT	558	$41.80	$23,324.40
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	SQ YD	22980.4	$3.60	$82,729.44
44000600	SIDEWALK REMOVAL	SQ FT	7775	$5.05	$39,263.75
44001700	COMB CONCRETE CURB AND GUTTER REM AND REPL	FOOT	1585	$70.50	$111,742.50
44200994	CLASS B PATCHES, TYPE II, 12 INCH	SQ YD	178.3	$209.00	$37,264.70
44201297	DOWEL BARS, 1 INCH	EACH	148	$22.00	$3,256.00
44200998	CLASS D PATCHES, TYPE III, 12 INCH	SQ YD	400	$179.85	$71,940.00
44200998	SAWCUTS	FOOT	1360.5	$6.60	$8,979.30
44213202	TIE BARS, 1 INCH	EACH	148	$17.60	$2,604.80
48102100	AGGREGATE WEDGE SHOULDER, TYPE B	TON	52.27	$136.94	$7,157.85
60250200	CATCH BASINS TO BE ADJUSTED	EACH	3	$1,430.00	$4,290.00
60250600	CATCH BASIN TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE	EACH	5	$3,476.00	$17,380.00
60254300	CATCH BASIN TO BE RECONSTRUCTED WITH NEW TYPE 3 FRAME AND GRATE	EACH	4	$3,877.50	$15,510.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CL LID	EACH	16	$3,300.00	$52,800.00
60300350	MANHOLES FRAMES TO BE ADJUSTED	EACH	1	$1,100.00	$1,100.00
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	EACH	30	$2,970.00	$89,100.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	1168	$0.75	$876.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	385.44	$2.00	$770.88
78000100	THERMOPLASTIC PAVEMENT MARKING LETTERS/SYMBOLS	SQ FT	344.3	$8.80	$3,029.84
78000400	THERMOPLASTIC PAVEMENT MARKING 6 INCH	FOOT	12934	$2.05	$26,514.70
78000600	THERMOPLASTIC PAVEMENT MARKING 12 INCH	FOOT	1290	$4.10	$5,289.00
78000650	THERMOPLASTIC PAVEMENT MARKING 24 INCH	FOOT	116	$8.25	$957.00
88600100	DETECTOR LOOP, TYPE I	FOOT	1020	$54.20	$55,284.00
X0327678	EXPLORATORY EXCAVATION	EACH	7	$550.00	$3,850.00
X5620001	3/4" COPPER SERVICE, BORED	FOOT	371	$132.00	$48,972.00
X5620005	1" COPPER WATER SERVICE, BORED	FOOT	37	$136.40	$5,046.80
X5620010	DISCONNECT WATER SERVICE	EACH	22	$1,815.00	$39,930.00

RETURN WITH BID

Bidder's Proposal for making Entire Improvements					
Item No.	Items	Unit	Quantity	Unit Price	Total
X5650001	CURB STOP AND BOX REMOVE AND REPLACE	EACH	15	$1,925.00	$28,875.00
X5650002	CORPORATION STOP REPLACE	EACH	8	$1320.00	$10,560.00
X814115	HANDHOLE TO BE ADJUSTED	EACH	2	$3,548.50	$7,097.00
				TOTAL	
					$1,213,052.85

CONTRACTOR CERTIFICATIONS

County Macon
Local Public Agency City of Decatur
Section Number 21-00108-00-FP
Route Various Streets

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.

SIGNATURES

County Macon
Local Public Agency City of Decatur
Section Number 21-00108-00-FP
Route Various Streets

(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 724 N. MERCER STREET
DECATUR, IL 62522

Insert Names of Officers
President DAVID W. TYROLT
Secretary ROBERT E. DUNN
Treasurer DANA M. PECK

Attest: DMPM1

DAVID M. PECK, ASST. Secretary

Illinois Department of Transportation

Local Agency Proposal Bid Bond

Route: Various Streets
County: Macon
Local Agency: City of Decatur
Section: 21-00108-00-FP

RETURN WITH BID

PAPER BID BOND

WE Dunn Company, a division of Tyrolt, Inc. as PRINCIPAL,

and United Fire & Casualty Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

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.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

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 16th day of June, 2021

Principal

Dunn Company, a division of Tyrolt, Inc.
(Company Name)

By: [signature] David M. Peck, CFO
(Signature and Title)

(Company Name)

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.)

Surety

United Fire & Casualty Company
(Name of Surety)

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

STATE OF ILLINOIS,
COUNTY OF Macon

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 16th day of June, 2021

My commission expires 5/7/2023

Catherine L Ater
(Notary Public)

OFFICIAL SEAL
CATHERINE ATER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES MAY 07, 2023

ELECTRONIC BID BOND

☐ **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.)

Electronic Bid Bond ID Code

(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 of 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
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2022

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 16th day of June, 20 21 .

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

BPOA0049 1217

Illinois Department of Transportation

Apprenticeship or Training Program Certification

Return with Bid

Route: Various Streets
County: Macon
Local Agency: City of Decatur
Section: 21-00108-00-FP

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.

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 TYROLT INC.

Address: 1724 N. MERCER STREET DECATUR, IL 62522

By: David W. Tyrolt
(Signature)

Title: DAVID W. TYROLT, PRESIDENT

RETURN WITH BID

Illinois Department of Transportation

Affidavit of Illinois Business Office

County Macon
Local Public Agency City of Decatur
Section Number 21-00108-00-FP
Route Various Streets

State of ILLINOIS)
) ss.
County of MACON)

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

being first duly sworn upon oath, states as follows:

1. That I am the PRESIDENT (officer or position) of DUNN COMPANY, A DIVISION OF TYROLT, 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 TYROLT, 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.

[signature]
(Signature)

DAVID W. TYROLT, PRESIDENT
(Print Name of Affiant)

This instrument was acknowledged before me on 7th day of June, 2021.

(SEAL)

"OFFICIAL SEAL"
TIFFANY C CRAW
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06-24-2023

[signature]
(Signature of Notary Public)

Printed 2/12/2021

BLR 12326 (01/08/14)

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Illinois)
) ss
COUNTY OF Macon)

David W. Typolt, being first duly sworn, deposes and says that they are President (sole owner, partner, president, secretary, etc.) of Dunn Company, A Division of Typolt, 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. Typolt

David W. Typolt Title President

Subscribed and sworn to before me this 7th day of June, 2021.

(SEAL) [signature]

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

"OFFICIAL SEAL"
TIFFANY C CRAW
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06-24-2023

Illinois Department of Transportation

Certificate of Eligibility

Contractor No 1550

Dunn Company
724 North Mercer Street DECATUR, IL 62522

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.

Tim Kell
Engineer of Construction

IL 494-0645

DUNNCOM-01 MMASSEY

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/4/2021

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
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Dunn Company, a Division of Tyrolt Inc
724 North Mercer
Decatur, IL 62522

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR	X		A210838	1/1/2021	1/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			A210838	1/1/2021	1/1/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB / CLAIMS-MADE			A210838	1/1/2021	1/1/2022	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		A210843	1/1/2021	1/1/2022	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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: City of Decatur Project 2021-08, Various Streets, Macon County, Section 21-00108-00-FP
City of Decatur and City of Decatur Project 2021-08 are named as additional insureds under the General Liability; subject to written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

ACORD 25 (2016/03)

Illinois Department of Transportation

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

Affidavit of Availability

For the Letting of 6/16/2021
(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	Accumulated Totals
Contract Number	Johns Hill School	Assumption Sanitary	Lincoln CSO	IDOT 95892		
Contract With	O' Shea Builders	Petersburg P&H	Plocher Construction	Kinney Contractors		
Estimated Completion Date	12/21	12/21	12/21	12/21		
Total Contract Price	267,930.00	515,860.00	176,154.00	220,383.60		
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		855,327.60
				Total Value of All Work		855,327.60

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.

	1	2	3	4	Awards Pending	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						0.00
Totals	267,930.00	190,860.00	176,154.00	220,383.60	0.00	855,327.60

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					
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 6/16/2021
(Letting date)

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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	Oakley Road	Shady Oaks 2 Wind Farm	St. Phiolmeno Pave	Spring Creek Plaza	Capital Avenue	
Contract With	Macon County Highway	White Construction	St. Philomeno Church	Legacy Construction	Lakeland Paving	
Estimated Completion Date	8/21	10/21	11/21	10/21	8/21	
Total Contract Price	972,161.27	740,726.00	130,380.00	135,624.50	159,476.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	772,116.77		130,380.00			902,496.77
Uncompleted Dollar Value if Firm is the Subcontractor		370,363.00		135,624.50	159,476.00	1,520,791.10
				Total Value of All Work		2,423,287.87

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	673,079.70		130,380.00	105,624.50		1,764,411.80
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	56,302.50					56,302.50
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
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						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (FDR)						0.00
Stabilization		370,363.00				370,363.00
CIR					159,476.00	159,476.00
Totals	729,382.20	370,363.00	130,380.00	135,624.50	159,476.00	2,380,553.30

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	Varsity Striping				
Type of Work	Pavement Markings				
Subcontract Price	15,390.37				
Amount Uncompleted	15,390.37				
Subcontractor	Illiana				
Type of Work	Long Joint Sealant				
Subcontract Price	27,344.20				
Amount Uncompleted	27,344.20				
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	42,734.57	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 __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 6/16/2021
(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	Accumulated Totals
Contract Number	IDOT 74757	Local MFT 2021	Johns Hill Neighborhood	IDOT 91603	IDOT 74A52	
Contract With	UCM	City of Decatur	Romano Company	UCM	IDOT	
Estimated Completion Date	12/22		12/21	10/21	8/21	
Total Contract Price	183,351.00	1,120,512.69	1,387,922.75	268,740.00	148,468.15	
Uncompleted Dollar Value if Firm is the Prime Contractor		392,179.44			148,468.15	1,443,144.36
Uncompleted Dollar Value if Firm is the Subcontractor	183,351.00		1,387,922.75	268,740.00		3,360,804.85
				Total Value of All Work		4,803,949.21

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		260,788.53	899,509.35			2,924,709.68
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			91,800.00		42,220.15	190,322.65
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
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Underground Utilities						0.00
Cold Milling, Planning & Rotomilling			232,653.75			232,653.75
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (FDR)						0.00
Stabilization	183,351.00		163,959.65			717,673.65
CIR				268,740.00		428,216.00
Totals	183,351.00	260,788.53	1,387,922.75	268,740.00	148,468.15	4,629,823.73

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 6/16/2021
(Letting date)

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					Awards Pending	
Contract Number	INDOT	Macon County Oil and Chip	US 30 Laporte	IDOT 85710	Ford Ridge Wind Farm	
Contract With	SR 23 Liberty	MCHD	Milestone	Rock Road	Barton Malow	
Estimated Completion Date	8/21	8/21	8/21	8/21	10/21	
Total Contract Price	188,976.70	523,257.30	1,645,105.79	292,823.00	758,858.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		523,257.30				1,966,401.66
Uncompleted Dollar Value if Firm is the Subcontractor	188,976.70		1,645,105.79	292,823.00	758,858.00	6,246,568.34
				Total Value of All Work		8,212,970.00

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

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						2,924,709.68
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						190,322.65
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats		523,257.30				629,505.30
Concrete Construction						30,000.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						232,653.75
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (Full Depth Reclamation)						0.00
Stabilization					758,858.00	1,476,531.65
CIR	188,976.70		1,645,105.79	292,823.00		2,555,121.49
Totals	188,976.70	523,257.30	1,645,105.79	292,823.00	758,858.00	8,038,844.52

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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					
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Subcontract Price					
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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

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	1	2	3	4	Awards Pending	
Contract Number	Alta Farms Wind	Baileyille Road	John's Hill Bid A	2021 COD Annual Watermain	TDOT SR 18, CNV 158	
Contract With	White Construction	Martin and Company	Decatur Public Schools	Burdick Plumbing	Standard Construction	
Estimated Completion Date	10/21	21-Oct	10/21	10/21	10/21	
Total Contract Price	3,604,383.00	199,000.00	234,250.00	618,175.00	753,764.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			234,250.00			2,200,651.66
Uncompleted Dollar Value if Firm is the Subcontractor	1,441,753.20	199,000.00		618,175.00	753,764.00	9,259,260.54
				Total Value of All Work		11,459,912.20

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

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving			234,250.00	618,175.00		3,777,134.68
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						190,322.65
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						629,505.30
Concrete Construction						30,000.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						232,653.75
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (FDR)		199,000.00				199,000.00
Stabilization	1,441,753.20					2,918,284.85
CIR					753,764.00	3,308,885.49
Totals	1,441,753.20	199,000.00	234,250.00	618,175.00	753,764.00	11,285,786.72

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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					
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 ___31st___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

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(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	Accumulated Totals
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		
Uncompleted Dollar Value if Firm is the Prime Contractor						2,200,651.66
Uncompleted Dollar Value if Firm is the Subcontractor	585,135.75	225,295.00	718,600.00	383,292.04		11,171,583.33
				Total Value of All Work		13,372,234.99

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.

	1	2	3	4	Awards Pending	Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						3,777,134.68
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						190,322.65
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						629,505.30
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					247,982.80
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (FDR)	569,806.70		718,600.00			1,487,406.70
Stabilization						2,918,284.85
CIR		225,295.00		383,292.04		3,917,472.53
Totals	585,135.75	225,295.00	718,600.00	383,292.04	0.00	13,198,109.51

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					
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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 __14th day of ___April___________, 2021___.

Type or Print Name ____________________

Officer or Director Title

____

Notary Public

Signed ____________________

My commission expires: ____________

Company Dunn Company

(Notary Seal)

Address 724 N Mercer St

Decatur, IL 62522

Part III. Work Subcontracted to Others

Illinois Department of Transportation

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

For the Letting of 6/16/2021
(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						2,200,651.66
Uncompleted Dollar Value if Firm is the Subcontractor						11,171,583.33
				Total Value of All Work		13,372,234.99

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						3,777,134.68
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						190,322.65
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						629,505.30
Concrete Construction						30,000.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						247,982.80
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						1,487,406.70
Stabilization						2,918,284.85
CIR						3,917,472.53
Totals	0.00	0.00	0.00	0.00	0.00	13,198,109.51

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					
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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 14th day of June , 2021.

Notary Public

My commission expires: 06-24-2023

(Notary Seal)

"OFFICIAL SEAL"
TIFFANY C CRAW
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06-24-2023

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: 2021 Annual Street Restoration Project

Project Number: 2021-08

Bid Date: 06/16/2021

Time: 10:30 a.m.

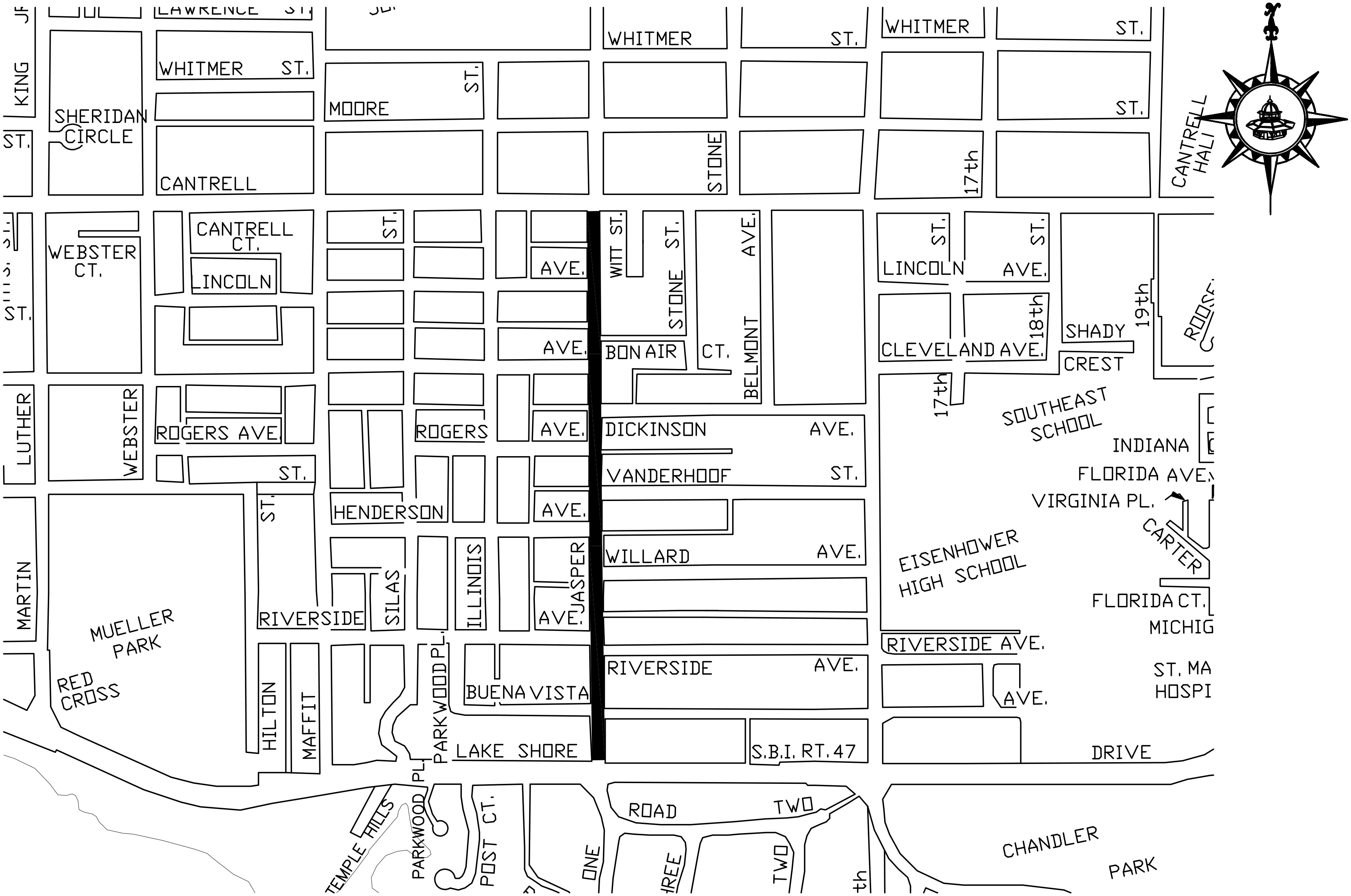
Fund: Storm Water, Sanitary Sewer, Water Main, State MFT

Organization Code: 78487806, 79487906, 81808118, 46484606
Object Code: 489040, 489030, 488800, 489070

Item Number	Pay Item	Quantity	Unit	Engineer's Estimate, City Engineering Division: Unit Price	Total	Dunn Company, A Division of Tyrolt Inc., 724 N Mercer Street, Decatur, IL 62522: Unit Price	Total
20800150	TRENCH BACKFILL	124.8	CU YD	$55.00	$6,864.00	$55.00	$6,864.00
28000500	INLET AND PIPE PROTECTION	12	EACH	$150.00	$1,800.00	$150.00	$1,800.00
40600290	BITUMINOUS MATERIAL (TACK COAT)	12441.2	POUND	$0.75	$9,330.90	$0.59	$7,340.30
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	471.91	SQ YD	$65.00	$30,674.15	$31.30	$14,770.78
40600990	TEMPORARY RAMP	62.44	SQ YD	$15.00	$936.60	$22.40	$1,398.66
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C ", N50	2322.35	TON	$117.00	$271,714.95	$109.85	$255,110.15
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	7810	SQ FT	$13.50	$105,435.00	$15.40	$120,274.00
42400800	DETECTABLE WARNINGS	558	SQ FT	$40.00	$22,320.00	$41.80	$23,324.40
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	22980.4	SQ YD	$4.50	$103,411.80	$3.60	$82,729.44
44000600	SIDEWALK REMOVAL	7775	SQ FT	$3.00	$23,325.00	$5.05	$39,263.75
44001700	COMB CONCRETE CURB AND GUTTER REM AND REPL	1585	FOOT	$60.00	$95,100.00	$70.50	$111,742.50
44200994	CLASS B PATCHES, TYPE II, 12 INCH	178.3	SQ YD	$200.00	$35,660.00	$209.00	$37,264.70
44201297	DOWEL BARS, 1 INCH	148	EACH	$19.80	$2,930.40	$22.00	$3,256.00
44200998	CLASS D PATCHES, TYPE III, 12 INCH	400	SQ YD	$150.00	$60,000.00	$179.85	$71,940.00
44200998	SAWCUTS	1360.5	FOOT	$5.50	$7,482.75	$6.60	$8,979.30
44213202	TIE BARS, 1 INCH	148	EACH	$16.50	$2,442.00	$17.60	$2,604.80
48102100	AGGREGATE WEDGE SHOULDER, TYPE B	52.27	TON	$45.00	$2,352.15	$136.94	$7,157.85
60250200	CATCH BASINS TO BE ADJUSTED	3	EACH	$1,000.00	$3,000.00	$1,430.00	$4,290.00
60250600	CATCH BASIN TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE	5	EACH	$2,000.00	$10,000.00	$3,476.00	$17,380.00
60254300	CATCH BASIN TO BE RECONSTRUCTED WITH NEW TYPE 3 FRAME AND GRATE	4	EACH	$3,500.00	$14,000.00	$3,877.50	$15,510.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CL LID	16	EACH	$3,200.00	$51,200.00	$3,300.00	$52,800.00
60300350	MANHOLES FRAMES TO BE ADJUSTED	1	EACH	$2,750.00	$2,750.00	$1,100.00	$1,100.00
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	30	EACH	$3,000.00	$90,000.00	$2,970.00	$89,100.00
70300100	SHORT TERM PAVEMENT MARKING	1168	FOOT	$2.10	$2,452.80	$0.75	$876.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	385.44	SQ FT	$6.60	$2,543.90	$2.00	$770.88
78000100	THERMOPLASTIC PAVEMENT MARKING LETTERS/SYMBOLS	344.3	SQ FT	$12.00	$4,131.60	$8.80	$3,029.84
78000400	THERMOPLASTIC PAVEMENT MARKING 6 INCH	12934	FOOT	$2.50	$32,335.00	$2.05	$26,514.70
78000600	THERMOPLASTIC PAVEMENT MARKING 12 INCH	1290	FOOT	$6.00	$7,740.00	$4.10	$5,289.00
78000650	THERMOPLASTIC PAVEMENT MARKING 24 INCH	116	FOOT	$12.00	$1,392.00	$8.25	$957.00
88600100	DETECTOR LOOP, TYPE I	1020	FOOT	$30.00	$30,600.00	$54.20	$55,284.00
X0327678	EXPLORATORY EXCAVATION	7	EACH	$500.00	$3,500.00	$550.00	$3,850.00
X5620001	3/4" COPPER SERVICE, BORED	371	FOOT	$100.00	$37,100.00	$132.00	$48,972.00
X5620005	1" COPPER WATER SERVICE, BORED	37	FOOT	$100.00	$3,700.00	$136.40	$5,046.80
X5620010	DISCONNECT WATER SERVICE	22	EACH	$1,900.00	$41,800.00	$1,815.00	$39,930.00
X5650001	CURB STOP AND BOX REMOVE AND REPLACE	15	EACH	$1,700.00	$25,500.00	$1,925.00	$28,875.00
X5650002	CORPORATION STOP REPLACE	8	EACH	$1,200.00	$9,600.00	$132.00	$1,056.00
X814115	HANDHOLE TO BE ADJUSTED	2	EACH	$1,500.00	$3,000.00	$3,548.50	$7,097.00
	TOTAL BIDS (AS CORRECTED)				$1,158,125.00		$1,203,548.85
	Percent Over Under ENGINEER'S ESTIMATE						3.92%

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

Date: 6/21/2021



LEGEND

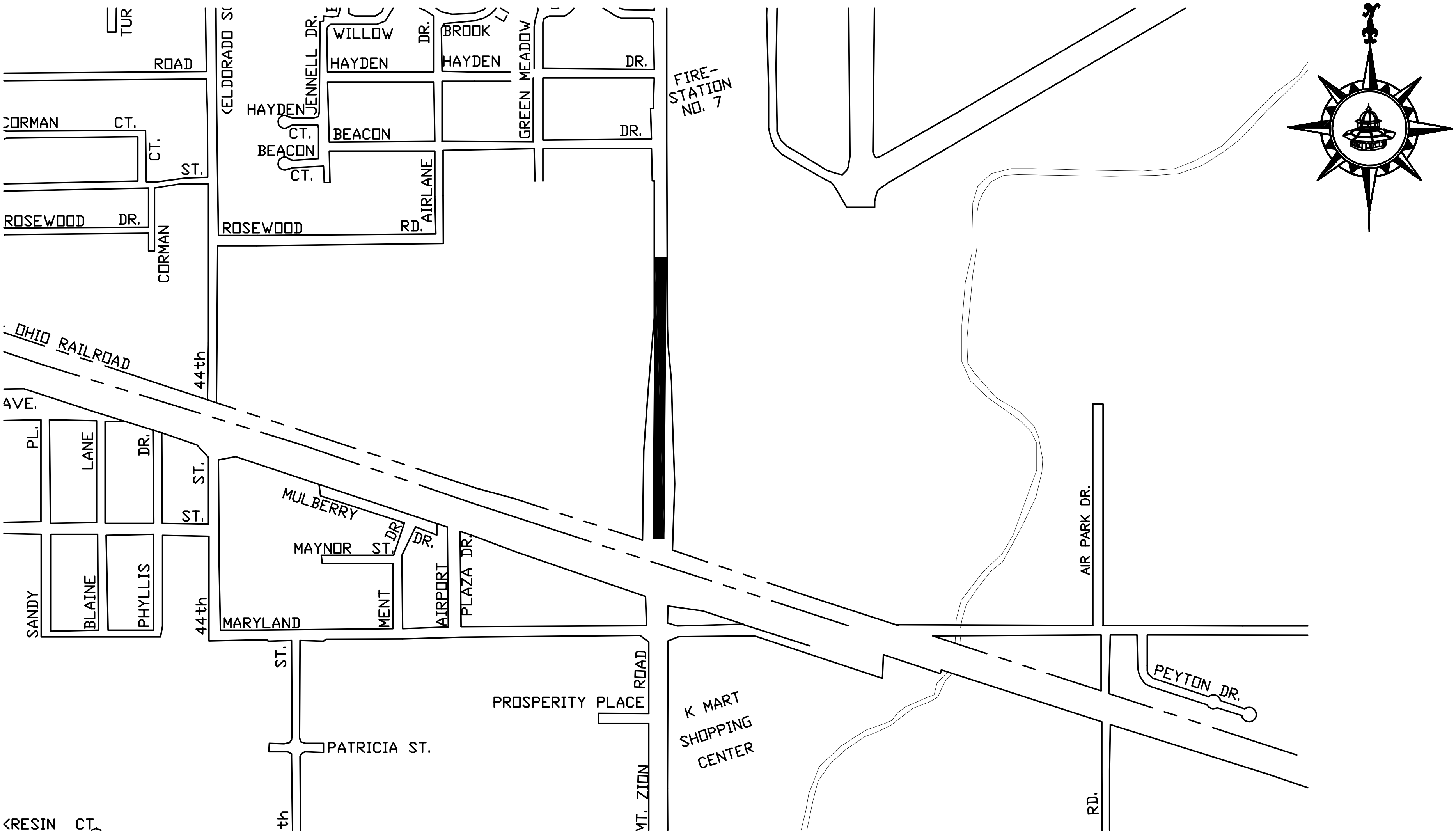
JASPER STREET, LAKE SHORE DR TO CANTRELL - 1 1/2" MILL & HMA SURFACE COURSE

K:\Common\CVCPW\2021 City Projects\2021-08 Annual Street Restoration Plans\2021-08 Location Maps.dwg

K:\Common\CVCPW\2021 City Projects\2021-08 Annual Street Restoration\Plans\2021-08 Location Maps.dwg

LEGEND

JASPER STREET, WOOD ST TO ELDORADO ST - 1 1/2" MILL & HMA SURFACE COURSE



LEGEND

AIRPORT ROAD - CLASS B PATCHES & 1 1/2" HMA SURFACE COURSE

K:\Common\CVCPW\2021 City Projects\2021-08 Annual Street Restoration\Plans\2021-08 Location Maps.dwg

Public Works

DATE: 6/28/2021

MEMO: 2021-64

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution to Appropriate Rebuild Illinois Funds for Reconstruction of Airport Road and Country Club Road by Municipality Under the Illinois Highway Code City Project 2021-33

SUMMARY RECOMMENDATION: Please see attached memo for information.

BACKGROUND:
On June 28, 2019, Governor Pritzker signed the REBUILD ILLINOIS Capital Plan 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 Funds to use on bondable transportation related projects in the City. All projects need to be authorized by July 1, 2025.

During the Capital Plan discussion with the City Council held on November 16, 2020, the following projects were recommended to be paid with Rebuild Illinois funds:

Project	Estimated Cost	Project Status
Center Street Bridge Replacement	$350,000	Currently under construction
Country Club – Remove and replace pavement on the north section of Country Club Road and Airport Road.	$2,000,000	Fall 2021 Construction
Meadowlark Bridge Replacement	$350,000	Currently being designed
Garfield over 22nd St. Bridge Improvement	$1,000,000	Set to begin design work in 2021
Grove Road Bridge Replacement	$1,100,000	Set to begin design work in 2021
RBI Fund Running Total	**$4,800,000**	
Maximum Funding Available	**$5,016,739.32**	

RBI Funds Remaining	**$216,739.32**	

As with State Motor Fuel Tax Funds, the City is required to adopt a resolution specifying the allocation of RBI funds to their intended projects. IDOT must receive an appropriation resolution from the City before they will approve the project.

Country Club and Airport Rd Reconstruction Project 2021-33
This resolution appropriates $2,000,000 in RBI funds to reconstruct the pavement along portions of Airport Road and Country Club Road from Nolan Drive to William Street Road (IL Route 105). This project will remove the existing concrete pavement which has reached the end of its useful life and replace it with new pavement. Medians and islands will also be replaced, but no changes to the road's alignment or width are proposed. It is proposed that the bid include options for either asphalt or concrete as the replacement pavement. Asphalt pavement has a significant advantage in reduced construction time; however a thicker pavement section is required to match concrete's durability and extended life.

The proposed street to be replaced is as follows (see attached location map):

Street	Begin	End	Treatment	Length (feet)	Length (Lane Miles)
Airport Rd/Country Club Rd	Nolan Dr	William Street Rd (IL Route 105)	Reconstruction	2,763	1.04

Reconstruction of the road will require closing the road to through traffic for close to three months. Residents will have access to their driveways throughout the process other than a few instances.

PRIOR COUNCIL ACTION:
Each year the City Council approves the appropriation of State MFT funds for street improvement work. RBI funds are appropriated in the same manner. RBI funds are allocated for street improvement work as part of the Fiscal Year 2021 Capital Improvement Plan. On November 16, 2020, the City Council was presented with a list of proposed projects using RBI funds during the FY 2021 budget review.

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

INPUT FROM OTHER SOURCES:
Illinois Department of Transportation

LEGAL REVIEW: Legal review of State Fund appropriations is not required.

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

BUDGET/TIME IMPLICATIONS:

1. **Budget Impact:** The proposed resolution appropriates a total of $2,000,000 in Rebuild Illinois funds for street projects.

2. **Staffing Impact:** Staff time has been allocated for managing these projects.

ATTACHMENTS:

Description	Type
Resolution to Appropriate Rebuild Illinois Funds for Reconstruction of Airport Road and Country Club Road by Municipality Under the Illinois Highway Code City Project 2021-33	Resolution Letter

RESOLUTION NO. ___________

RESOLUTION TO APPROPRIATE REBUILD ILLINOIS FUNDS FOR RECONSTRUCTION OF AIRPORT ROAD AND COUNTRY CLUB ROAD BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE CITY PROJECT 2021-33

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

Section 1. That there is hereby appropriated the sum of $2,000,000.00 of Rebuild Illinois funds for the purpose of rehabilitating streets and highways under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways; and operations as listed and described as part of the Country Club and Airport Road Reconstruction Project, are eligible for Rebuild Illinois funds and shall be designated as Section 21-00133-00-PV.

Section 3. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 4. That the Clerk shall immediately transmit four original certified copies of BLR 09110 forms, attached hereto as Exhibit A and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED AND ADOPTED this 6th day of July, 2021.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
KIM ALTHOFF, CITY CLERK

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Exhibit A

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Original		21-00133-00-PV

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Decatur (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Airport Rd/Country Club Rd	2.25	FAU 7452	Nolan Dr	ILL 105(William Street Rd)

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Reconstruction of the pavement and medians. Spot replacements of curb and sidewalk.

2. That there is hereby appropriated the sum of Two Million and 00/100 Dollars ($2,000,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim Althoff (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type) of Decatur (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Council (Governing Body Type) of Decatur (Name of Local Public Agency) at a meeting held on July 06, 2021 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this ______ (Day) day of ____________ (Month, Year).

(SEAL)

Clerk Signature ______________ Date ______

Approved

Regional Engineer
Department of Transportation ______________ Date ______

DATE: 6/28/2021

MEMO: 2021-65

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Dan Mendenall, Municipal Services Manager
Chris Bergschneider, Fleet Maintenance Supervisor

SUBJECT: Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Rush Truck Centers for the Purchase of Two (2) 2022 International HV507 SFA 4x2's Single Axle Dump Trucks

SUMMARY RECOMMENDATION:
Staff recommends awarding the following contracts with the State of Illinois Joint Purchasing Contract Holder, Rush Truck Centers, to purchase the following dump trucks for the Public Works Department:

1. Resolution in the amount of $304,888.22 to Rush Truck Centers for two (2) 2022 International HV507 SFA 4x2's single axle dump trucks with plows and spreaders for the Municipal Services Division.

2. Resolution in the amount of $160,666.93 to Rush Truck Centers for one (1) 2022 International HV507 SFA 6x4 tandem axle dump truck with a plow and spreader for the Municipal Services Division.

3. Resolution in the amount of $126,477.68 to Rush Truck Centers for one (1) 2022 International HV507 SFA 6x4 tandem axle dump truck for the Water Distribution Services Division.

BACKGROUND:
The Municipal Services Division and Water Services Division have requested four (4) new vehicles to replace (4) existing dump trucks. The vehicles being replaced are:

1) #281 2005 International Model 7400 with 8,297 Hours (Municipal Services)
2) #284 2005 International Model 7400 with 7,095 Hours (Municipal Services)
3) #221 2001 International Model 4900 with 7,726 Hours (Municipal Services)
4) #127 2001 International Model 4900 with 8,422 Hours (Water Services)

A normal life span for trucks to be changed out is at about 6,000 hours. These are the oldest dump trucks in the fleet. The replacement vehicles are estimated to be delivered in 180 days.

The bid amount includes the cost of the vehicles along with the equipment required for up fitting dump bodies and accessories on the trucks. This includes upgrading the fuel tanks, oil pans and dump beds to stainless-steel to increase their longevity. Stainless steel dump beds should enable them to be reused for a couple of generations of trucks. Fleet Maintenance has found that oil pans and fuel tanks on dump trucks have increased problems with deterioration and corrosion which requires them to be replaced prematurely. Using stainless-steel oil pans and fuel tanks should last the full life of the truck.

DISPOSAL OF REPLACED UNITS: The vehicles are being replaced due to their advanced hours of use and their condition. The old units will be auctioned.

PRIOR COUNCIL ACTION: None.

POTENTIAL OBJECTIONS: None. OTHER BIDDERS: None

INPUT FROM OTHER SOURCES:
Fleet Maintenance wrote the bid specifications based on Municipal Services Division and Water Services Division requirements.

LEGAL REVIEW: There are no contracts for Legal to review.

STAFF REFERENCE: Matt Newell, Public Works Director, Dan Mendenall, Municipal Services Manager. Matt will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS:
BUDGET IMPLICATIONS: Funding is available in the FY2021 Fleet and Water budgets.

ATTACHMENTS:

Description	Type
Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Rush Truck Centers for the Purchase of Two (2) 2022 International HV507 SFA 4x2's Single Axle Dump Trucks	Resolution Letter

RESOLUTION NO. ____________

RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING CONTRACT HOLDER BID PRICE OF RUSH TRUCK CENTERS FOR THE PURCHASE OF TWO (2) 2022 INTERNATIONAL HV507 SFA 4X2'S SINGLE AXLE DUMP TRUCKS

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

Section 1. That the quote of the bid received for two (2) 2022 International HV507 SFA 4x2's Single Axle Dump Trucks, bid presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Rush Truck Centers, in the amount of $304,888.22, 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 the City of Decatur, Illinois and Morrow Brothers Ford Inc., for their price of $304,888.22.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 6th day of July, 2021.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
Kim Althoff, City Clerk

Exhibit A

155K BUDGET

RUSH TRUCK CENTERS

New Truck Proposal
Single Axle Dump Truck Specifications
State of Illinois Contract # 19-416-CMS-BOSS4-P-8607

Chris Bergschneiger	DATE: 06/7/2021 Propos[illegible] [illegible]0107-01
CONTACT NAME	
City of Decatur	**Jeff Courson**
BUYER INFORMATION	**Sales Consultant**
2600 North Jasper	**3441 Gatlin Drive Springfield, IL 62707**
ADDRESS	**Ofc: 217-298-5041**
Decatur / Illinois / 62526	**Email: CoursonJ@rushenterprises.com**
CITY/ STATE/ ZIP	
(217) 875-5718 / (217) 875-3363 / rbergschneider@decaturil.gov	**Please Circle Cab Color:**
PHONE/ FAX/ EMAIL	**Red-2303 / IDOT Orange / Omaha Orange**
Macon County	**School Bus Yellow / Blue 6800 / Blue Met-6E12**
FEIN # / TAX EXEMPT # / COUNTY	**Green-5047 / White / Black / Fire Yellow - 4039**

2022 INTERNATIONAL HV507 SFA 4X2 / 177" WHEELBASE 102" CAB TO AXLE
120,000 PSI/ 2,654,000 RBM single frame rail w/ 20" front frame extension
CUMMINS L9 300HP/ 860# TORQUE with GRID HEATER
3000RDS Allison Six (6) speed transmission with column shifter
External Oil Cooler / Transmission TCM mounted inside cab
Transmission temp. gauge/ Hour meter/ Plow light Switch
Warning Lights & Alarm for Low Coolant, Low Oil PSI, Engine Temp.
"Winter/Summer" Air Cleaner w/ In-Dash Filter Minder
Horton Two-Speed Fan Drive/ Front Engine PTO/ Block Heater
16,000# Front Axle & Suspension w/ 2000# aux. overloads & HD shocks
21,000# Rear axle with 23,500# susp. & 4500# Multi-leaf aux / SPL type drivelines
Air Brakes w/ 18.7 cfm air compressor/ Bendix air dryer/ DV2 Heated drain valve
Automatic slack adjusters/ Oil bath wheel seals/ Stationary front grille
Trailer brake package w/ 7-way ABS trailer plug/ Bodybuilder wires @ BOC
Tilt & Telescoping steering / Leece-Neville 185 amp alternator/ Delco starter
100 gallon 26" diameter alum fuel tank (driver side) w/ fuel water seperator
9.5 gallon DEF tank mounted driver side
Three (3) Batteries @ 1980 CCA w/ battery box mounted right side BOC
Horizontal muffler mounted under cab w/ vert. exhaust pipe & turn out - 10' Height
Air horn/ Jump start stud/ L.E.D. cab marker lights/ Air ride cab
AM/FM/WB/Clock / Air conditioning / Additional Power Source USB
Black heated mirrors with Black heated fender-mounted convex mirrors
Air ride driver seat with armrest/ Fixed passenger seat/ Daytime lights
315/80R22.5 Continental (20PLY) STEER TIRES w/ Black Powder-coat wheels
11R22.5 Continental (14PLY) DRIVE TIRES w/ Black Powder Coat Wheels

Sales price	$75,000.61
Options	$7,294.00
Body price	$69,491.50
Freight	$500.00
Sub-total	$152,286.11
Trade	N/A
License/ Title	$158.00
Total	$152,444.11 X 2 = $304,888.22
	Per One Truck

$5111.78 UNDER BUDGET

Option List:

Trans Dipstick - moved to right side	$ 50
*6 pack upfitter switches includes 2600CCA Batt	$ 900
70 Gallon Fuel Tank ilo 100 gallon	$ -60
2 Way Radio Wiring	$ 172
18K Front Axle/Springs	$ 303
23K Rear Axle with Locking Diff	$1,286
Cummins L9 330 hp / 1000 torque	$1,145
Cowl Tray Cover	$ 163
S.S. Fuel Tank Straps	$ 213
Front Tow Hooks	$ 86
Electric Trailer Brake wiring	$ 295
2021 Emissions Fee	$ 350
Steel Surcharge	$ 500
Stainless Steel Oil Pan	$1,750
31K Rear Suspension with 4500# auxillary	$ 141

PLEASE CIRCLE DESIRED GEAR RATIO:

6.14 (67 mph) / 6.43 (64 mph) / **6.83 (60 mph)**

Please include copy of tax exempt form w/ your order.
All prices are F.O.B. Springfield, Illinois
Payment in full is due at time of delivery.

Jeff Courson - Sales Consultant

Signature of Buyer

Purchase Order Number (if applicable)

Pricing good through 6-2-2023

INTERNATIONAL®

Financial Summary
2022 HV507 SFA (HV507)

June 07, 2021

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$138,535.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$138,535.00
HVMD service pack	$675.00	
IDOT contract interest pack	$750.00	
Doc fee	$164.00	
Steel Surcharge	$500.00	
2021 Emissions Fee	$350.00	
Stainless Steel Oil Pan	$1,750.00	
Total Preparation And Delivery:		$4,189.00
Factory Destination Charge	$2,600.00	
Total Freight:		$2,600.00
Total Factory List Price Including Freight:		$145,324.00
Less Customer Allowance:		($62,529.39)
Total Vehicle Price:		$82,794.61
Total Body/Allied Equipment:		$69,491.50
Total Sale Price:		$152,286.11
Total Per Vehicle Sales Price:		$152,286.11
Total For 2 Vehicle Sales:		$304,572.22
Total Net Sales Excluding Taxes:		$304,572.22
License, Title	$316.00	
Total Taxes:		$316.00
Net Sales Price:		$304,888.22

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Public Works

DATE: 6/28/2021

MEMO: 2021-65

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Dan Mendenall, Municipal Services Manager
Chris Bergschneider, Fleet Maintenance Supervisor

SUBJECT: Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Rush Truck Centers for the Purchase of One (1) 2022 International HV507 SFA 6x4 Tandem Axle Dump Truck with a Plow and Spreader

ATTACHMENTS:

Description	Type
Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Rush Truck Centers for the Purchase of One (1) 2022 International HV507 SFA 6x4 Tandem Axle Dump Truck with a Plow and Spreader	Resolution Letter

RESOLUTION NO. ____________

RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING CONTRACT HOLDER BID PRICE OF RUSH TRUCK CENTERS FOR THE PURCHASE OF ONE (1) 2022 INTERNATIONAL HV507 SFA 6X4 TANDEM AXLE DUMP TRUCK WITH A PLOW AND SPREADER

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

Section 1. That the quote of the bid received for one (1) 2022 International HV507 SFA 6x4 Tandem Axle Dump Truck with a plow and spreader, bid presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Rush Truck Centers, in the amount of $160,666.93, 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 the City of Decatur, Illinois and Morrow Brothers Ford Inc., for their price of $160,666.93.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 6th day of July, 2021.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
Kim Althoff, City Clerk

Exhibit A

w/ PLOW + SPREADER

177K BUDGET

New Truck Proposal
Tandem Axle Dump Truck Specifications
State of Illinois Contract # 19-416-CMS-BOSS4-P-8607

Chris Bergschneiger
CONTACT NAME

City of Decatur
BUYER INFORMATION

2600 North Jasper
ADDRESS

Decatur / Illinois / 62526
CITY/ STATE/ ZIP

(217) 875-5718 / (217) 875-3363 / rbergschneider@decaturil.gov
PHONE/ FAX/ EMAIL

Macon County
FEIN # / TAX EXEMPT # / COUNTY

DATE: 6/7/2021 Proposal # 20197-01

Jeff Courson
Sales Consultant
3441 Gatlin Drive Springfield, IL 62707
Ofc: 217-298-5041
Email: CoursonJ@rushenterprises.com

Please Circle Cab Color:
Red-2303 / IDOT Orange / Omaha Orange
School Bus Yellow / Blue 6800 / Blue Met-6E12
Green-5047 / White / Black / Fire Yellow - 4039

2022 INTERNATIONAL HV507 SFA 6x4 / 183" WHEELBASE/ 108" CAB TO TRUNNION
120,000 PSI/ 2,654,000 RBM single frame rail w/ 20" front frame extension
CUMMINS L9 330HP/ 1000# TORQUE with GRID HEATER
3000 RDS Allison Six (6) speed transmission with column shifter
External Oil Cooler / Transmission TCM mounted inside cab
Transmission temp. gauge/ Hour meter/ Plow light Switch
Warning Lights & Alarm for Low Coolant, Low Oil PSI, Engine Temp.
"Winter/Summer" Air Cleaner w/ In-Dash Filter Minder
Horton Two-Speed Fan Drive/ Front Engine PTO/ Block Heater
16,000# Front axle & suspension with 2000# Aux / HD shocks / Fender extensions
40,000# Rear axle w/ Hendrickson HMX 400-52 susp. & HD shocks/ SPL drivelines
Air Brakes w/ 18.7 cfm air compressor/ Bendix air dryer/ DV2 Heated drain valve
Automatic slack adjusters/ Oil bath wheel seals/ Stationary front grille
Trailer brake package w/ 7-way ABS trailer plug/ Bodybuilder wires @ BOC
Tilt & Telescoping steering / Leece-Neville 185 amp alternator/ Delco starter
100 gallon 26" diameter alum fuel tank (driver side) w/ fuel water seperator
9.5 gallon DEF Tank mounted driver side
Three (3) Batteries @ 1980 CCA w/ battery box mounted right side BOC
Horizontal muffler mounted under cab w/ vert. exhaust pipe & turn out - 10' Height
Air horn/ Jump start stud/ L.E.D. cab marker lights/ Air ride cab
AM/FM/WB/Clock/ Air conditioning/Add'l Power Source USB
Black heated mirrors w/ Black heated fender mounted convex mirrors
Air ride driver seat with arm rest/ Fixed passenger seat/ Daytime lights
315/80R22.5 Continental (20PLY) steer tires w/ Black powder coat wheels
11R22.5 Continental (14PLY) drive tires w/ Black powder coat wheels

Sales price	$82,993.43
Options	$5,535.00
Body price	$71,480.50
Freight	$500.00
Sub-total	$160,508.93
Trade	N/A
License/ Title	$158.00
Total	$160,666.93

$16,333.07 UNDER BUDGET

PLEASE CIRCLE DESIRED GEAR RATIO:
6.14 (67 mph) / 6.43 (64 mph) **/ 6.83 (60 mph)**

Please include copy of tax exempt form w/ your order.
All prices are F.O.B. Springfield, Illinois
Payment in full is due at time of delivery.

Jeff Courson - Sales Consultant

Signature of Buyer

Purchase Order Number (if applicable)

Options:

18K Front Axle/Springs	303
40K with diff lock in rear-rear axle only	1,055
Cummins L9 350 hp / 1050 torque	634
Cowl Tray Cover	163
70 Gallon Fuel Tank ilo 100 gallon	-60
S.S. Fuel Tank Straps	212
Front Tow Hooks	85
2 Way Radio Wiring	169
Electric Trailer Brake wiring	295
*Elect. Trailer Brake wiring & Aux. Feed	79
2021 Emissions	350
Steel Surcharge	500
Stainless Steel Oil Pan	1,750

Pricing good through 6/02/2023

INTERNATIONAL®

Financial Summary
2022 HV507 SFA (HV507)

June 07, 2021

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$150,163.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$150,163.00
Doc fee	$164.00	
Muni pack	$675.00	
Interest pack	$750.00	
Steel Surcharge	$500.00	
2021 Emissions Fee	$350.00	
Stainless Steel Oil Pan	$1,750.00	
Total Preparation And Delivery:		$4,189.00
Factory Destination Charge	$2,600.00	
Total Freight:		$2,600.00
Total Factory List Price Including Freight:		$156,952.00
Less Customer Allowance:		($67,923.57)
Total Vehicle Price:		$89,028.43
Total Body/Allied Equipment:		$71,480.50
Total Sale Price:		$160,508.93
Total Per Vehicle Sales Price:		$160,508.93
Total Net Sales Excluding Taxes:		$160,508.93
License, Title	$158.00	
Total Taxes:		$158.00
Net Sales Price:		$160,666.93

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Sales Representative

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Public Works

DATE: 6/28/2021

MEMO: 2021-65

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Dan Mendenall, Municipal Services Manager
Chris Bergschneider, Fleet Maintenance Supervisor

SUBJECT: Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid of Rush Truck Centers for the Purchase of One (1) 2022 International HV507 SFA 6x4 Tandem Axle Dump Truck

ATTACHMENTS:

Description	Type
Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid of Rush Truck Centers for the Purchase of One (1) 2022 International HV507 SFA 6x4 Tandem Axle Dump Truck	Resolution Letter

RESOLUTION NO. ____________

RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING CONTRACT HOLDER BID PRICE OF RUSH TRUCK CENTERS FOR THE PURCHASE OF ONE (1) 2022 INTERNATIONAL HV507 SFA 6X4 TANDEM AXLE DUMP TRUCK

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

Section 1. That the quote of the bid received for one (1) 2022 International HV507 SFA 6x4 Tandem Axle Dump Truck, bid presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Rush Truck Centers, in the amount of $126,477.68, 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 the City of Decatur, Illinois and Morrow Brothers Ford Inc., for their price of $126,477.68.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 6th day of July, 2021.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
Kim Althoff, City Clerk

WATER DUMP

Exhibit A

14512 BUDGET

RUSH TRUCK CENTERS

New Truck Proposal
Tandem Axle Dump Truck Specifications
State of Illinois Contract # 19-416-CMS-BOSS4-P-8607

Chris Bergschneiger CONTACT NAME	DATE: 6/7/2021 Proposal #20106-01
City of Decatur BUYER INFORMATION	**Jeff Courson** **Sales Consultant**
2600 North Jasper ADDRESS	**3441 Gatlin Drive Springfield, IL 62707** **Ofc: 217-298-5041**
Decatur / Illinois / 62526 CITY/ STATE/ ZIP	**Email: CoursonJ@rushenterprises.com**
(217) 875-5718 / (217) 875-3363 / rbergschneider@decaturil.gov PHONE/ FAX/ EMAIL	**Please Circle Cab Color:** **Red-2303 / IDOT Orange / Omaha Orange**
Macon County FEIN # / TAX EXEMPT # / COUNTY	**School Bus Yellow / Blue 6800 / Blue Met-6E12** **Green-5047 / White / Black / Fire Yellow - 4039**

2022 INTERNATIONAL HV507 SFA 6x4 / 183" WHEELBASE/ 108" CAB TO TRUNNION
120,000 PSI/ 2,654,000 RBM single frame rail w/ 20" front frame extension
CUMMINS L9 330HP/ 1000# TORQUE with GRID HEATER
3000 RDS Allison Six (6) speed transmission with column shifter
External Oil Cooler / Transmission TCM mounted inside cab
Transmission temp. gauge/ Hour meter/ Plow light Switch
Warning Lights & Alarm for Low Coolant, Low Oil PSI, Engine Temp.
"Winter/Summer" Air Cleaner w/ In-Dash Filter Minder
Horton Two-Speed Fan Drive/ Front Engine PTO/ Block Heater
16,000# Front axle & suspension with 2000# Aux / HD shocks / Fender extensions
40,000# Rear axle w/ Hendrickson HMX 400-52 susp. & HD shocks/ SPL drivelines
Air Brakes w/ 18.7 cfm air compressor/ Bendix air dryer/ DV2 Heated drain valve
Automatic slack adjusters/ Oil bath wheel seals/ Stationary front grille
Trailer brake package w/ 7-way ABS trailer plug/ Bodybuilder wires @ BOC
Tilt & Telescoping steering / Leece-Neville 185 amp alternator/ Delco starter
100 gallon 26" diameter alum fuel tank (driver side) w/ fuel water seperator
9.5 gallon DEF Tank mounted driver side
Three (3) Batteries @ 1980 CCA w/ battery box mounted right side BOC
Horizontal muffler mounted under cab w/ vert. exhaust pipe & turn out - 10' Height
Air horn/ Jump start stud/ L.E.D. cab marker lights/ Air ride cab
AM/FM/WB/Clock/ Air conditioning/Add'l Power Source USB
Black heated mirrors w/ Black heated fender mounted convex mirrors
Air ride driver seat with arm rest/ Fixed passenger seat/ Daytime lights
315/80R22.5 Continental (20PLY) steer tires w/ Black powder coat wheels
11R22.5 Continental (14PLY) drive tires w/ Black powder coat wheels

PLEASE CIRCLE DESIRED GEAR RATIO:
6.14 (67 mph) / 6.43 (64 mph) / **6.83 (60 mph)**

Please include copy of tax exempt form w/ your order.
All prices are F.O.B. Springfield, Illinois
Payment in full is due at time of delivery.

Sales price	$82,993.43
Options	$5,535.00
Body price	$37,291.25
Freight	$500.00
Sub-total	$126,319.68
Trade	N/A
License/ Title	$158.00
Total	$126,477.68

$18,522.32 UNDER BUDGET

Options:

18K Front Axle/Springs	303
40K with diff lock in rear-rear axle only	1,055
Cummins L9 350 hp / 1050 torque	634
Cowl Tray Cover	163
70 Gallon Fuel Tank i/o 100 gallon	-60
S.S. Fuel Tank Straps	212
Front Tow Hooks	85
2 Way Radio Wiring	169
Electric Trailer Brake wiring	295
*Elect. Trailer Brake wiring & Aux. Feed	79
2021 Emissions	350
Steel Surcharge	500
Stainless Steel Oil Pan	1,750

Jeff Courson - Sales Consultant

Signature of Buyer Purchase Order Number (if applicable)

Pricing good through 6/2/2023

INTERNATIONAL® | **Financial Summary** | **June 07, 2021**

2022 HV507 SFA (HV507)

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$150,163.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$150,163.00
Doc fee	$164.00	
Muni pack	$675.00	
Interest pack	$750.00	
Steel Surcharge	$500.00	
2021 Emissions Fee	$350.00	
Stainless Steel Oil Pan	$1,750.00	
Total Preparation And Delivery:		$4,189.00
Factory Destination Charge	$2,600.00	
Total Freight:		$2,600.00
Total Factory List Price Including Freight:		$156,952.00
Less Customer Allowance:		($67,923.57)
Total Vehicle Price:		$89,028.43
Total Body/Allied Equipment:		$37,291.25
Total Sale Price:		$126,319.68
Total Per Vehicle Sales Price:		$126,319.68
Total Net Sales Excluding Taxes:		$126,319.68
License, Title	$158.00	
Total Taxes:		$158.00
Net Sales Price:		$126,477.68

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Information Technology

DATE: 7/6/2021

MEMO: 2021-6

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
James Edwards, Director Information Technology Department

SUBJECT: Authorization for Mayor to enter into an Indefeasible Right of Use (IRU) Agreement and associated Sales Order with Pontus LLC, a series LLC for the individually protected Sunna Fiber LLC, DBA Sunna Fiber LLC (Sunna Fiber) to obtain Dark (unlit) Fiber from the City of Decatur Fiber Network.

SUMMARY RECOMMENDATION:
Staff recommends that City Council approve the attached resolution, authorizing the Mayor to execute a 20-year Indefeasible Right of Use Agreement and associated Sales Order with Sunna Fiber to provide two strands of Dark Fiber between Richland Community College (RCC) and the Right of Way ground box at 861 West William Street (Sunna Fiber).

BACKGROUND:
This IRU Agreement gives Sunna Fiber the right to use two strands of City Fiber between RCC and the Sunna Fiber location for an initial term of 20 years. The IRU Agreement further demands up-front payment for the right to use these dark fibers in addition to a fiber maintenance fee paid annually. Sunna Fiber is paying to splice and use the fiber only, no electronics is provided in this agreement.

Fiber construction is required for this project and will be brought to City Council when work and material estimate is complete. Work will begin when the IRU Agreement is signed by both Parties, received, and filed by the City of Decatur.

The city will need to extend its existing fiber network to provide service to this location on West William Street. This can be financed with ARP broadband funds. Moving forward, however, the city is likely to receive more requests in the years ahead for broadband services than it can offer--given that the city's existing network serves only a limited portion of the city. A rapid build-out of the municipal fiber system to meet Smart City objectives will likely require more partnerships with private broadband providers.

PRIOR COUNCIL ACTION: The City has executed five other like agreements with others. The language in this IRU agreement is the same except the language that is specific to this Customer.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Jim Edwards, IT Director, 450-2236

BUDGET/TIME IMPLICATIONS: Revenue from Sunna Fiber demanded by this IRU Agreement is a one-time payment to the City of $16,480. Fiber splicing costs are listed in the associated Sales Order. A reoccurring fiber maintenance fee of $593.28 will be billed to Sunna Fiber after the fiber is turned over to them and will be billed annually thereafter.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Sunna Fiber IRU Agreement	Backup Material

RESOLUTION NO. R___________

RESOLUTION AUTHORIZING AN INDEFEASIBLE RIGHT OF USE AGREEMENT AND ASSOCIATED SALES ORDER WITH PONTUS LLC, A SERIES LLC FOR THE INDIVIDUALLY PROTECTED SUNNA FIBER LLC, DBA SUNNA FIBER LLC TO OBTAIN DARK FIBER FROM THE CITY OF DECATUR FIBER NETWORK

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

Section 1. That the Indefeasible Right of Use Agreement presented herewith to the City Council between the City of Decatur, Illinois, and Sunna Fiber LLC, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor be, and hereby, authorized to sign said agreement in substantially the same form as presented, on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 6th day of July 2021.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
KIM ALTHOFF, CITY CLERK

INDEFEASIBLE RIGHT OF USE AGREEMENT

CITY OF DECATUR, AN ILLINOIS MUNICIPALITY

AND

PONTUS LLC, A SERIES LLC FOR THE INDIVIDUALLY PROTECTED SUNNA FIBER LLC,
DBA SUNNA FIBER LLC

TABLE OF CONTENTS

<u>**AGREEMENT FOR INDEFEASIBLE RIGHT OF USE (IRU) OF FIBER**</u>

THIS IRU AGREEMENT ("<u>Agreement</u>") is made and entered into as of _____________, 2021 ("<u>Effective Date</u>"), by and between the City of Decatur, an Illinois Municipal Corporation ("CITY"), and Pontus LLC, a series LLC for the individually protected Sunna Fiber LLC, DBA Sunna Fiber LLC ("<u>Customer</u>").

<u>RECITALS</u>

WHEREFORE, CITY, owns, manages, and maintains a fiber network, which is a high-speed telecommunications network that provides reliable communication links to and among Decatur schools, institutions of higher education, libraries, museums, research institutions, State agencies, units of local government, and other local entities who provide service to residents of the CITY; and,

WHEREFORE, CITY is building a fiber optic communication network throughout Decatur for use by the CITY and other interested third parties by extending its current system to other parts of the community to provide services to interested parties, to serve as a community development tool and to eventually provide redundancy in the current system. (<u>"Fiber System</u>"); and,

WHEREFORE, Customer desires to obtain from CITY rights to optical fiber strands as described in Exhibit A (attached hereto and incorporated by reference) in the Fiber System on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1

<u>DEFINITIONS</u>

Definitions. The following definitions shall apply to this Agreement.

"Access Fees" means all fees charged or assessed by any governmental authority with respect to those portions of the Fiber System located on or crossing or passing through lands owned or administered by such governmental authority including, without limitation, such as are calculated or otherwise based on the number of crossings, the aggregate distance of crossings, land value or the revenue, projected revenue, receipts, income, profits or other amounts calculated in a similar manner, of any Fiber System interest holder or its Affiliates.

"Affiliate" For the purpose of this Agreement, the term Affiliate when used herein shall mean and include all of the officers, directors, employees and agents of the CITY.

"Anticipated Completion Date" means, subject to Events of Force Majeure and any other extensions of time provided for in this Agreement, the dates set forth in Exhibit A (attached

hereto and incorporated by reference).
“Associated Property” means, the tangible and intangible property necessary for the use of the Dark Fiber (fiber without light) for the purposes described in this Agreement, including but not limited to the associated conduit. “Associated Property” does not include electronic, optronic, optical or other necessary equipment.

“Cable” means the fiber optic cable and the fibers contained therein, including the Dark Fiber, and associated splicing connections, splice boxes, and vaults to be installed by the CITY contractor as part of the Fiber System.

“Costs” means actual, direct costs paid or payable in accordance with U.S. generally accepted accounting principles consistently applied and which the CITY (or Customer, for purposes of Section 10.4) utilizes in billing third parties for reimbursable projects, including without limitation the following: (i) internal labor costs, including wages, salaries and benefits, and (ii) other direct costs and out-of-pocket expenses on a pass-through basis (e.g., equipment, materials, supplies, contract services, etc.).

“Customer POP” means a point of presence or terminal facility to which Customer has rights in and to, along the Dark Fiber route.

“Dark Fiber” means fiber without electronics at the end points to produce and receive light in the fiber.

“Dollars” or “$” means U.S. dollars.

“Events of Force Majeure” means neither Party shall be in default under this Agreement if and to the extent that any failure or delay in such Party’s performance of one or more of its obligations hereunder is caused by any Events of Force Majeure and such Party’s performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: Act of God; fire; flood; fiber, Cable, or other material failures, shortages or unavailability or other delay in delivery not resulting from the responsible Party’s failure to timely place orders therefore; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; strikes or other labor disputes; or inability to gain access to the Fiber System; or any other cause beyond the reasonable control of such Party.

“Impositions” means all taxes, fees, assessment levies, imposts, duties, charges or withholdings of any nature (including, without limitation, ad valorem, real property, gross receipts, franchise, license and permit fees), together with any penalties, fines or interest thereon arising out of the transactions contemplated by this Agreement and/or imposed upon the Fiber System, or any part thereof, by any federal, state or local government or other public taxing authority, including Access Fees.

“Interconnection” or “Interconnections” or “Interconnection Points” means a location along the fiber path where fiber is or can be spliced.

“Interest Rate” means the lower of (i) the highest rate permitted by law, or (ii) one and one-half percent (1.5%) per month, compounded monthly (equal to approximately 19.56% per year).

“Maintenance Window” or “MW” means a prearranged period of time reserved for performing certain work on the Fiber System that may potentially impact traffic. Generally, this will be restricted to weekends, avoiding the first and last weekend of each month and high-traffic weekends.

“Party” or “Parties” shall mean City and Customer.

“Person” means any individual, corporation, partnership, Limited Liability Company, joint venture, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

“Proportionate Share” means, with respect to Customer, CITY, or any other Person that is an interest holder, and for each segment, the Costs shall be shared as follows: (a) if the affected segment includes any conduit housing the Dark Fiber, the Pro Rata Share of Costs shall be allocated equally among all of the affected conduits and (b) the Costs related to the conduit carrying the Dark Fiber plus Costs specifically related to fibers optic strands within such conduit, shall be allocated between Customer and the CITY and other Persons that are interest holders based on the ratio to which the number of Dark Fiber bears to the total number of fiber optic strands in such conduit. If this fraction varies over portions of a particular segment, then the Pro Rata Share shall be equal to the weighted average (weighted by length as set forth in the CITY's As-Built Drawings) of such relevant portions. For example, if the fraction for 100 feet of the affected segment is 0.1 and the fraction for the remaining 50 feet of the affected segment is 0.07, the weighted average for the entire segment would be 0.09.

ARTICLE 2

FIBER SYSTEM

The CITY Fiber System will generally connect the “A” and “Z” endpoints identified in Exhibit A (attached hereto and incorporated by reference). The route between each set of end points is hereafter referred to as a segment. CITY shall use commercially reasonable efforts to complete and test the dark fiber and provide a Completion Notice to Customer on or before the Completion Date set forth in Exhibit A.

ARTICLE 3

RIGHTS IN THE FIBER SYSTEM

3.1 As of the Effective Date, CITY shall grant to Customer and Customer shall receive from CITY (a) an exclusive indefeasible right of use of dark fibers set forth in Exhibit A that will be specifically identified by CITY in the Cable (“Dark Fiber”), and (b) the associated and non-exclusive indefeasible right to use the Associated Property, all such rights upon and subject to the terms and conditions set forth in this Agreement (collectively, the “IRU”).

3.2 The IRU does not include the right of Customer to own, control, maintain, modify, or revise the Dark Fiber or any Associated Property in CITY facilities, the right of physical access to the Fiber System, the right to encumber the Fiber System in any manner, or the right to use any other portion of the Fiber System, except as expressly set forth herein.

3.3 CITY shall retain legal title in the fiber assets throughout the duration of the IRU, and nothing in this agreement shall convey any legal title to real or personal property, nor shall it create any security interest in said property. CITY represents, warrants, and agrees that, for all purposes, including, without limitation, for purposes of Section 541(d) of the Bankruptcy Code, with the granting of the Dark Fiber IRU hereby, CITY transfers its equitable interest in the Dark Fiber to Customer for the Term and retains any legal title.

ARTICLE 4

PAYMENT

4.1 In consideration of this agreement for the CITY to grant this IRU to Customer, Customer agrees to pay to CITY a non-recurring fee for each Segment as set forth in Exhibit A ("IRU Fee"). The IRU Fee is due and payable on the execution date of this agreement.

4.2 Also in consideration of this agreement, for the CITY to grant this IRU to Customer, Customer agrees to pay to CITY a recurring annual maintenance fee for each fiber mile as set forth in Exhibit A.

4.3 Total prepayment amount for this IRU agreement is set forth in Exhibit A. This advance payment is due upon the execution of this agreement and signed by both parties.

4.4 In addition to the amounts payable under Sections 4.3, Customer shall pay directly or reimburse CITY for all other sums, costs, fees, and expenses incurred to complete any additional work requested in writing by Customer related to this Agreement including, but not limited to, hand hole placement, conduit work, or splicing. For any such additional work, CITY will propose the scope of work and cost to the Customer and mutually work with the Customer on the final design and cost of such work.

4. 5 If Customer fails to make any payment under this Agreement when due, then, in addition to such sum and to any other rights and remedies that CITY may have, Customer shall pay Interest on such unpaid amount at the Interest Rate defined and set forth in Exhibit A. Customer's obligation to pay any amounts under this Agreement shall not be subject to any rights of set-off, counterclaim, deduction, defense or other right that Customer may have against CITY or any other Person.

ARTICLE 5

CONFIGURATION OF THE FIBER SYSTEM

5.1 CITY shall have full and complete control and responsibility for determining any routing configurations of the Fiber System. CITY may route the Dark Fiber through any CITY facility in its reasonable discretion. Each Party shall have full and complete control and responsibility for determining network and service configurations or designs, re-grooming, rearrangement or consolidation of channels or circuits and all related functions with regard to the use of that Party's fiber.

5.2 Customer specifically acknowledges that Customer is responsible for all engineering, design, and construction work on the Customer side of each Connecting Point, in addition to securing its own rights and related costs to access, occupy, and conduct typical broadband operations up to the Connecting Point (which may include, but not be limited to, construction permits and right away rights). Collectively, these Customer responsibilities are defined as "Customer Requirements". CITY acknowledges the Customer Requirements, and Customer will work diligently to finalize such considerations in order for CITY to complete its work by the Anticipated Completion Date. Customer acknowledges that any delay in Customer completing/providing Customer Requirements may delay CITY from completing work at any Connecting Point. In the event that Customer has not completed/provided the Customer Requirements by an agreed-upon date in order to allow CITY to complete work at any Connecting Point (including Fiber Acceptance Testing (see Article 6)) on or before the Anticipated Completion Date, then CITY may continue with the acceptance procedures to the extent possible and invoice for the services under this Agreement as if all locations were completed by the Anticipated Completion Date, provided that the CITY Fiber System at the Connecting Point meets Fiber Acceptance Testing procedures upon Customer's completion of the Customer Requirements. Upon receipt of said invoice, Customer shall remit payment for the services performed herein and in accordance with the terms of this Agreement.

5.3 Customer acknowledges and agrees that CITY is not supplying nor is CITY obligated to supply to Customer any optronics or electronics or optical or electrical equipment or other facilities, all of which are solely the responsibility of Customer, nor is CITY responsible for performing any work other than as specified in this Agreement.

ARTICLE 6

ACCEPTANCE AND TESTING OF DARK FIBERS

6.1 Dark fiber specifications set forth in Exhibit B (attached hereto and incorporated as reference) define acceptable Dark Fiber specifications within the CITY Fiber network.

6.2 Customer will be notified on or before the Anticipated Completion Date in Exhibit A by email when the fiber contracted for in this agreement is tested and ready to use, "Fiber Ready" date. Within 90 days of the Fiber Ready date of this agreement, Customer shall provide CITY with a written and or electronic notice accepting the Dark Fiber by signing the notice referenced in Exhibit E (attached hereto and incorporated by reference) or rejecting the Dark Fiber by specifying in writing the defect or failure in the Fiber Acceptance Testing. If Customer fails to notify CITY of Dark Fiber acceptance or rejection within 90 days following the Fiber Ready date of this Agreement, Customer shall be deemed to have accepted such Dark Fiber. The date of such notice of acceptance or deemed acceptance of the Dark Fiber shall be the "Acceptance Date." In the event of any good faith rejection by Customer, CITY shall take action as necessary, and as expeditiously as practicable, to correct or cure such defect or failure in accordance with Fiber Acceptance Testing. The foregoing procedure shall apply again and successively thereafter until CITY has remedied all defects or failures. The foregoing notwithstanding, if Customer uses the Dark Fiber other than for testing prior to acceptance, such use shall constitute acceptance of the Dark Fiber and the first date of such use shall be the Acceptance Date.

6.3 If Customer rejects the Dark Fiber even though CITY reasonably believes the test results conform to the specifications set forth in Exhibit B, the Parties shall work together to do cooperative testing, sharing the cost equally, to determine whether the test results conform to specifications. In the event the cooperative testing continues to demonstrate that the Dark Fiber conforms to the specifications in Exhibit B, and Customer continues to reject the Dark Fibers for forty-five (45) days after CITY made viable Dark Fibers available to Customer, this Agreement shall automatically terminate, and Customer shall pay 50% of the IRU Fee as a penalty for early termination.

ARTICLE 7

DOCUMENTATION

Within ninety (90) days of the date of a Completion Notice, CITY shall provide a route map to Customer in electronic format. At a minimum, the maps will show demarcation points, route, and existing splice point locations. CITY shall provide updated maps to Customer upon request, not to exceed two times in any 12-month period.

ARTICLE 8

TERM OF IRU

8.1 The IRU shall be granted and become effective when the Acceptance Date has occurred (“IRU Effective Date”) and, subject to Section 8.2 and Articles 11, 19, 20, the IRU shall extend for a period of twenty (20) years thereafter (“Term”).

8.2 Upon the expiration of the Term all rights to use of the Dark Fiber and any related rights granted hereunder, shall revert to CITY without reimbursement of any of the IRU Fee or other amounts previously paid, or required to be paid, by Customer hereunder, and Customer shall have no further right hereunder to use the Dark Fiber or any related Associated Property or CITY facilities. Upon written request from the Customer and at least 30 days prior to the expiration of the Term, the CITY will extend this IRU in 5-year increments for no additional IRU Fee as long as the fiber maintenance defined in Sections 4.2 is paid and current.

ARTICLE 9

INTERCONNECTION WITH THE FIBER SYSTEM

9.1 The Customer shall pay for Interconnection of its communications system with the Dark Fiber at the connecting points identified in Exhibit A. All Interconnections of the Dark Fiber and all other work with respect to the Fiber System shall be performed by an approved CITY fiber contractor. It is the responsibility of the Customer to obtain all governmental and other approvals and consents necessary with respect to work being completed at the Connecting Points.

9.2 Interconnection Points by Customer other than those required to fulfill this IRU request are prohibited without CITY'S written approval. The CITY may grant or withhold such approval in its sole and absolute discretion. Customer and CITY shall mutually configure the scope of work. Customer shall be responsible for the costs of any such additional Interconnections.

9.3 Customer understands that work requested under this Article 9 may cause the CITY to incur additional obligations with third parties ("Third Party Obligations"). Customer hereby agrees to pay or reimburse CITY for any fees associated with such Third-Party Obligations, provided that CITY will inform Customer of these additional obligations in writing prior to incurring them, and Customer may then choose whether to request performance of the work.

ARTICLE 10

MAINTENANCE AND REPAIR OF THE FIBER SYSTEM

10.1 From and after the IRU Effective Date, the maintenance of the Fiber System shall be provided in accordance with the CITY standard maintenance specifications and procedures set forth in Exhibit D (attached hereto and incorporated by reference). Customer agrees to pay CITY for Fiber Maintenance in accordance with the provisions set forth in Exhibit A. CITY reserves the right to increase the Fiber Maintenance Fee specified in Exhibit A following the 1st year from and every year thereafter the IRU Effective Date by an amount equal to the increase in the Consumer Price Index published by the United States Department of Labor & Bureau of Labor Statistics.

10.2 From and after the IRU Effective Date, in the event that all or any part of the Fiber System within such Segment is damaged or destroyed such that a Service Affecting Condition exists on the Dark Fiber, CITY shall resolve such Service Affecting Condition utilizing its standard procedures set forth in Exhibit D. Notwithstanding anything contained herein to the contrary, CITY shall not incur any liability to Customer by reason of a Service Affecting Condition, except its obligation to resolve such Service Affecting Condition as set forth in this Section, and Customer shall not be entitled to any credits for IRU Fees, or any other payment paid or to be paid by the Customer pursuant to this Agreement by reason of such Service Affecting Condition. For purposes of this Section, "Service Affecting Condition" shall mean any condition that causes loss of traffic to Customer, except where the condition is caused by a deficiency in Customer's electronics or other equipment.

10.3 The maintenance services to be provided by CITY include non-routine maintenance and repair of the Fiber System in response to an actual or potential failure, interruption, or impairment in the operation of the Fiber System like; any request by a third party to relocate a portion of the fiber, or any act of God like sink holes involving the segment of the Fiber System where the Customer is part owner. ("Unscheduled Maintenance"). Any Unscheduled Maintenance Costs found to be the responsibility of the fiber owners will be allocated among the various owners and other interest holders for the affected portion of the Fiber System, including Customer. Customer will be responsible for its Proportionate Share of any such Unscheduled Maintenance Costs, which will be invoiced by CITY to Customer. In this agreement the Proportionate Share to the Customer is equal to six (6) of one hundred forty-four (144) fibers or 4.2% of the total Unscheduled Maintenance Costs for this segment.

10.4 Customer shall have no right to physically access the Fiber System or maintain, adjust, align, or attempt to repair the Dark Fiber. Notwithstanding the foregoing, this provision shall not limit CITY'S ability or right to pursue a claim for damages to equipment or facilities caused by Customer and in no event shall this provision authorize Customer to access a Fiber System manhole, hand hole or other element of the Fiber System.

10.5 Unless otherwise agreed to in writing by the Parties, nothing in this Agreement shall obligate CITY to maintain Customer's optronic, electrical, optical, or other equipment, all of which are the obligation and responsibility of Customer.

10.6 Neither Party shall adjust, remove, relocate, align, or attempt to repair the other Party's equipment except as expressly authorized in advance in writing by the other Party. Each Party will be liable for any loss or damage to the other Party's equipment arising from that party's negligence, intentional act, unauthorized maintenance.

ARTICLE 11

PERMITS; RELOCATION

11.1 Subject to the terms and provisions of this Agreement, CITY shall use commercially reasonable efforts to obtain and maintain during the Term, certain rights of way and other agreements which are necessary for the use of the Fiber System by the CITY in accordance with this Agreement.

11.2 If, after the Acceptance Date with respect to any Segment, CITY is required (i) by a third party with legal authority to so require or (ii) by an act of nature (including, without limitation, erosion, earthquakes, flood, sinkhole, etc.), (iii) or if Customer agrees, to relocate any portion of the Fiber System, with respect to such Segment, including any of the facilities used or required in providing the IRU, CITY shall proceed with such relocation, including without limitation, the right, in good faith, to reasonably determine the extent of, the timing of, and methods to be used for such relocation; provided that any such relocation shall incorporate fibers meeting or exceeding the specifications of the Dark Fiber. In the event of any such relocation, CITY shall use commercially reasonable efforts to minimize any service interruptions.

11.3 CITY shall notify Customer in writing of Customer's Proportionate Share of the Costs of relocation. If Customer consents to the relocation, then Customer shall be responsible for its Proportionate Share of the Costs of relocation, which will be invoiced to Customer by CITY. If Customer does not consent, then it shall terminate this Agreement with respect to the Dark Fiber that requires relocation, and Customer shall have no further payment obligations with respect to it effective 30 days after Customer provides CITY notice.

ARTICLE 12

OPERATION AND USE OF THE FIBER SYSTEM

12.1 Customer represents, warrants, and covenants that it will use the Dark Fiber in compliance with and subject to all applicable government codes, ordinances, laws, rules, and regulations. Notwithstanding anything to the contrary contained herein, Customer shall secure, prior to the IRU Effective Date with respect to each Segment and maintain in full force and effect during the Term, any and all necessary approvals, consents, rights of way, permits, franchises, licenses or similar approvals from all governmental and other authorities which are necessary or required to be obtained by Customer for the CITY to grant the IRU to Customer and for the use and operation of the Dark Fiber by Customer.

12.2 Subject to the limitations set forth in this Agreement, Customer may use the Dark Fiber for lawful broadband purposes including, but not limited to voice, data, and video transmission services. Customer agrees and acknowledges that it has no right to use any of the fibers that are part of the Fiber System, other than the Dark Fiber secured by this IRU. Customer shall keep any and all of the Fiber System free from any liens, rights or claims of any third party attributable to Customer.

12.3 Customer and CITY shall promptly notify each other of any matters pertaining to, or the occurrence (or impending occurrence) of, any event which would be reasonably likely to give rise to any damage or impending damage to or loss of the Fiber System, or traffic thereon, that are known to such Party. Customer and CITY each agree to cooperate with and support the other in complying with any requirements applicable to their respective rights and obligations hereunder.

12.4 Customer shall not use its broadband systems in a way that interferes in any way with or adversely affects the use of the fibers or cable of any other person using the Fiber System. Customer acknowledges that the Fiber System includes or will include other participants, including the CITY and other owners and users of broadband systems.

12.5 If Customer elects to abandon use of the Dark Fiber after the first 20-year term of this agreement, it shall notify CITY in writing of the effective date of the abandonment. Customer will not be entitled to a refund of any portion of the prepaid IRU Fee. After the date of abandonment, Customer’s liability for Maintenance Fees with respect to the abandoned route miles will end ninety (90) days from the date that Customer delivers written notice of abandonment to CITY. Customer will remain liable for all fees associated with returning Dark Fiber to its initial state, as it was prior to Customer Interconnections and prior to customer purchase of Dark Fiber.

ARTICLE 13

INDEMNITY

Customer shall indemnify and hold harmless the CITY, its Affiliates, and all officers, directors, employees, stockholders, partners and agents of the CITY and its Affiliates "Indemnified Parties") from and against any and all claims, demands, costs, damages, losses, liabilities, joint and/or several, expenses of any nature including reasonable attorneys', accountants', and experts' fees and disbursements, and judgments, fines, settlements and other amounts ("Damages") arising from any and all civil, criminal, administrative or investigative claims, demands, actions, suits or proceedings ("Claims") relating to or arising out of:

(a) Any failure of Customer to observe or perform the terms and provisions of this Agreement;
(b) Any failure of any representation or warranty made by Customer herein to be true in any material respect as of the date made or deemed made;
(c) Any Claim of any third party resulting from the negligence or willful misconduct of Customer; and
(d) Any Claim of any customer of Customer.

The Indemnified Parties shall promptly notify Customer of the nature and amount of such Claim and the method and means proposed by the Indemnified Parties for defending or satisfying such claim. The Indemnified Parties shall consult with the Customer respecting the defense and satisfaction of such claim, including the selection of and direction to legal counsel, and the Indemnified Parties shall not pay or settle any such claim without the prior written consent of the Customer, which consent shall not be unreasonably withheld. Nothing herein contained shall be construed as prohibiting the Indemnified Parties from retaining their own legal counsel and defending any actions or suits brought against them and, in such event, the Indemnified Parties shall be liable for all costs and fees incurred solely in the defense of any such claim, demand or suit. The Indemnified Parties will coordinate any defense with Customer.

ARTICLE 14

LIMITATION OF LIABILITY

CITY'S LIABILITY HEREUNDER SHALL NOT EXCEED THE UNUSED PORTION OF THE IRU FEE, IF ANY, BASED ON THE TIME PERIOD REMAINING IN THE TERM OR ANY RENEWAL TERM WHEN THE EVENT GIVING RISE TO LIABILITY OCCURS. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NO PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RESULTING FROM A PARTY'S PERFORMANCE OR FAILURE TO PERFORM ANY TERM OR PROVISION OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS MADE UNDER THEORIES OF CONTRACT OR THEORIES OF TORT (INCLUDING STRICT LIABILITY).

ARTICLE 15

INSURANCE

15.1 Following the Acceptance Date, Customer is required to provide a minimum limit of $1,000,000 for General Liability insurance coverage. This will provide coverage for any property damage or bodily injury as a result of work related to the fiber provided to customer in this Agreement.

15.2 Customer is also required to name the City of Decatur as additional insured on the policy. The policy will need to remain in effect as long as the Customer utilizes the fiber optic strands outlined by this contract.

ARTICLE 16

TAXES, FEES AND OTHER IMPOSITIONS

16.1 The parties acknowledge and agree that it is their mutual objective and intent to (a) minimize the aggregate Impositions payable with respect to the Fiber System, and (b) share such Impositions according to their respective interests in the Fiber System. They agree to cooperate with each other and coordinate their efforts to achieve such objectives in accordance with the provisions of this Article.

16.2 CITY shall be responsible for and shall timely pay any and all Impositions imposed or assessed prior to the Acceptance Date.

16.3 Following the first Acceptance Date, Customer shall be responsible for and shall pay (a) all Impositions imposed on, based on, or otherwise measured by the gross receipts, gross income, net receipts or net income received by or accrued to Customer with respect to the use of the Dark Fiber; or (b) all Impositions which have been separately assessed, allocated to, or imposed on the Dark Fiber including, but not limited to ad valorem property taxes and the Third Party Obligations. If the Dark Fiber is the only fiber located in a Cable from the point where the Cable leaves the Fiber System right-of-way to a Customer POP, Customer shall be solely responsible for any and all Impositions imposed on or with respect to such portion of the Fiber System. To the extent such Impositions are not separately assessed, allocated to or imposed on the Dark Fiber, CITY will pay, or request concurrent payment by CITY and Customer of, all such Impositions. CITY shall notify Customer of such Imposition, and Customer shall promptly reimburse CITY for (or pay concurrently) Customer's share of all such Impositions, which shall be determined as follows:

(a) To the extent that such Impositions are calculated based on the revenue, projected revenue, receipts, income or profits of Customer or its Affiliates, Customer will be responsible for the portion of the amount of such Impositions as is calculated based on the revenue, projected revenue, receipts, income or profits of Customer or its Affiliates;

(b) To the extent that such Impositions are calculated based on the revenue, projected revenue, receipts, income or profits of CITY or its Affiliates, CITY will be responsible for the portion of the amount of such Impositions as is calculated based on the revenue, projected revenue, receipts, income or profits of CITY or its Affiliates;

(c) Otherwise, Customer will be responsible for its Proportionate Share of the Impositions and CITY will be responsible for its Proportionate Share of the Impositions.

16.4 CITY shall have the right to contest any Imposition (including by nonpayment of such Imposition). The out-of-pocket costs and expenses incurred by CITY in any such contest shall be shared by CITY and Customer in the same proportion as to which the parties would have shared in such Impositions as they were assessed. Any refunds or credits resulting from a contest brought pursuant to this Section 16.4 shall be divided between CITY and Customer in the same proportion as separately determined or as originally assessed. In any such event, CITY shall provide timely notice of such challenge to Customer.

16.5 CITY and Customer agree to cooperate fully in the preparation of any returns or reports relating to the Impositions. CITY and Customer further acknowledge and agree that the provisions of this Article are intended to allocate the Impositions on procedures and methods of computation that are in effect on the date of this Agreement. Material changes in such procedures and methods could significantly alter the fundamental economic assumptions of the parties underlying this Agreement. Accordingly, the parties agree that, if such procedures or methods of computation change materially, the parties will negotiate in good faith an amendment to this Article 16 to preserve, to the extent reasonably practicable, the economic intent and effect of this Article.

ARTICLE 17

NOTICES

Unless otherwise stated herein, all notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered, or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service or overnight mail) addressed as follows:

If to Customer:
For Administrative/Payment Notices:

Sunna Fiber LLC
Alan Duesterhaus
861 W. William St
Decatur, Illinois 62521

For Legal Notices:

Sunna Fiber LLC
Alan Duesterhaus
861 W. William St
Decatur, Illinois 62521

If to CITY:
For Dark Fiber Acceptance or Rejection notice:

City of Decatur
Information Technology Director
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523

For Payments:

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

For Legal Notices:

City of Decatur
Attn: Legal Department
#1 Gary K. Anderson Plaza
Decatur, IL 62523

With a copy to:

City of Decatur
ATTN: Information Technology Director
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either Party may by, similar notice given, change the address to which future notices or other communications shall be sent.

ARTICLE 18

CONFIDENTIALITY

18.1 Each party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Each party recognizes and acknowledges that the Parties are each subject to the laws of the State of Illinois and the Freedom of Information Act and, as such, will comply with the provisions of the Act as required by law. Customer information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. Any request for documents related to this Agreement shall be provided to the other Party in sufficient time for an objection to disclosure of the requested documents to be made. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law, either during the period of the contract or thereafter. The Parties must return any and all confidential data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of either Party, or notify the Party of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party, received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party, now is or later becomes publicly know through no breach of confidentiality obligation by the receiving Party, or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

ARTICLE 19

DEFAULT

19.1 The following events shall constitute (Events of Default), the occurrence of which shall constitute a material breach of this Agreement and entitle the non-defaulting party to seek the rights and remedies available to it under the terms of this Section 19, Default:

(a) Failure by Customer to pay any amount when due and such failure is not cured within thirty (30) calendar days following receipt of written notice of such failure, or

(b) Failure by either party to observe or perform any other material obligation under this Agreement when such failure shall continue for a period of thirty (30) calendar days (or such longer period as may be agreed upon by the parties in writing; provided that the defaulting party commences to cure such failure within such thirty (30) calendar day period and thereafter diligently pursues such cure) after written notice.

19.2 Rights and Remedies of Customer. Upon the occurrence of an Event of Default by or with respect to the CITY, Customer shall be entitled to terminate this Agreement.

19.3 Rights and Remedies of the CITY. Upon the occurrence of an Event of Default by or with respect to Customer, the CITY shall have the right to: (i) terminate the Agreement; (ii) recover actual amounts owed by Customer to the CITY that accrued on or prior to the date of termination; and/or (iii) recover Damages. In addition to the foregoing, Customer shall be deemed to have abandoned the Dark Fiber, and to have conveyed to CITY all right, title and interest in and to the Dark Fiber. Customer shall provide to the CITY a bill of sale, or such other documents as may be reasonably necessary to evidence such abandonment and/or conveyance.

19.4 Notwithstanding anything to the contrary contained in this Agreement, Customer's sole and exclusive remedy for any failure by the CITY to deliver the Dark Fiber by the Anticipated Completion Date shall be limited to those contained in this Section 19.4. In the event the CITY shall have failed to deliver the Dark Fiber within ninety (90) days after the Anticipated Completion Date (as such date may be extended by Events of Force Majeure or under the terms of this Agreement), then Customer may terminate this Agreement with respect to such Segment and receive a refund of the Initial Payment allocable to such Segment. If Customer elects to so terminate, neither Party shall have any further duties or obligations to the other Party (except for the CITY'S obligation to so refund the allocable Initial Payment) under this Agreement with respect to such cancelled Segment. In the event the CITY shall have failed to deliver the Dark Fiber in any Segment within twelve (12) months after the Effective Date, then this Agreement shall automatically terminate with respect to such Segment and CITY shall refund to Customer the Initial Payment with respect to such Segment, and the CITY shall have no further duties or obligations hereunder with respect to such Segment.

ARTICLE 20

TERMINATION

Upon termination of this Agreement, the IRU shall immediately terminate and all rights of Customer hereunder to use the Fiber System shall cease, all rights hereunder to the use of the Fiber System shall revert to the CITY, and the CITY shall owe Customer no further duties, obligations, or consideration. Customer shall, within thirty (30) days of such termination, remove from any CITY facilities, all Customer property, equipment, and materials used in connection with the Dark Fiber. Customer shall accomplish such removal at Customer's sole expense, under

CITY'S supervision and in a manner that does not damage the Fiber System. Customer shall be responsible for any damage caused by such removal. If Customer fails to remove its property within such period, the property shall be deemed abandoned and the CITY shall dispose of the same in any manner it deems reasonably appropriate, at Customer's expense. Termination of this Agreement shall not affect the rights or obligations of either Party that have arisen before the date of termination or expiration.

ARTICLE 21

ASSIGNMENT AND TRANSFER RESTRICTIONS

21.1 Subject to Section 21.2 below, Customer may not transfer or assign all or any part of its interest under this Agreement, or delegate any duties, burdens, or obligations arising hereunder, without the CITY'S consent, which consent may be given or withheld in CITY'S sole and absolute discretion. A transfer or assignment in violation of this Article 21 shall constitute a material breach of this Agreement.

21.2 Notwithstanding the arrangements permitted under this Article 21, Customer acknowledges and agrees that Customer shall not sell, lease, IRU or otherwise transfer any interest in the Dark Fibers to a third party. The Parties understand and agree that the CITY would not have entered this Agreement but for the provisions in this section 21.2.

ARTICLE 22

REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

22.1 By execution of this Agreement, each Party represents and warrants to the other:

(a) That the representing Party has full right and authority to enter into and perform this Agreement in accordance with the terms hereof and thereof, and that by entering into or performing this Agreement, the representing Party is not in violation of its charter or bylaws, or any law, regulation or agreement by which it is bound or to which it is subject;

(b) That the execution, delivery, and performance of this Agreement by such Party has been duly authorized by all requisite corporate action, that the signatories for such Party hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement by such Party.

22.2 CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS SET FORTH IN THIS AGREEMENT THE CITY MAKES NO WARRANTY, REPRESENTATION OR INDEMNITY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DARK FIBER, THE FIBER SYSTEM, THE ASSOCIATED PROPERTY, ANY CITY FACILITIES OR ANY WORK PERFORMED UNDER THIS AGREEMENT, INCLUDING ANY AND ALL WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND CUSTOMER HEREBY EXPRESSLY WAIVES AND DISCLAIMS ALL SUCH WARRANTIES, REPRESENTATIONS AND INDEMNITIES. THE WARRANTIES SET FORTH IN THIS AGREEMENT CONSTITUTE THE

ONLY WARRANTIES MADE BY THE CITY TO CUSTOMER WITH RESPECT TO THIS AGREEMENT AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED. For the avoidance of doubt, nothing contained in this Section 22.2 shall be in conflict with CITY'S responsibility to maintain the Fiber System as further described in Article10 such that the Dark Fibers are operating in conformity with the applicable specifications as further described in Exhibit B.

ARTICLE 23

GENERAL

23.1 Binding Effect. This Agreement, and each of the Parties' respective rights and obligations under this Agreement, shall be binding on and shall inure to the benefit of the Parties hereto and each of their respective permitted successors and assigns.

23.2 Waiver. The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

23.3 Choice of Law/Forum. This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

23.4 Rules of Construction. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

(a) Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. All listing of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

(b) Except as set forth to the contrary herein, any right or remedy of Customer or the CITY shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

(c) This Agreement has been fully negotiated between and jointly drafted by the Parties.

(d) All actions, activities, consents, approvals, and other undertakings of the Parties shall be performed in a reasonable and timely manner, it being expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein. Except as specifically set forth herein, for the purpose of this Agreement the standards and practices of performance within the telecommunications industry in the relevant market shall be the measure of a Party's performance.

23.5 Entire Agreement. This Agreement constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Attachment referred to herein are integral parts hereof and are hereby made a part of this Agreement. To the extent that any of the provisions of the attached Exhibits hereto are inconsistent with the other express terms of this Agreement, the terms of Exhibits shall prevail. This Agreement may only be modified or supplemented by an instrument in writing executed by an authorized representative of each Party and delivered to the Party relying on the writing.

23.6 Relationship of the Parties. The relationship between Customer and the CITY shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited, to federal income tax purposes. Customer and the CITY, parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

23.7 Severability. If any term, covenant, or condition contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23.8 Counterparts and Facsimile. This Agreement may be executed by facsimile and in one or more counterparts, all of which taken together shall constitute one and the same instrument.

23.9 Technical Contacts. Exhibit C (attached hereto and incorporated by reference) documents technical contacts including levels of problem escalation for the CITY and for the Customer.

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the Parties have executed this Agreement as of the date first above written.

City of Decatur
An Illinois Municipality

by ______________________________

Date:

Name:

Title:

Pontus LLC, a series LLC for the individually protected Sunna Fiber LLC, DBA Sunna Fiber

by ______________________________

Customer FEIN #:

Date:

Name: Megan Mastin

Title: President

EXHIBIT A

Route Description

Route Description: Customer IRU fiber leaves Richland Community College Illinois Century Network Point of Presence ("A" Endpoint), runs east on Hubbard Avenue and turns south on 27th street to Pershing Avenue then goes west across Pershing and turns south on Jasper Avenue to Garfield Avenue and then turns south on Martin Luther King Jr., turns west on Division Street and then south on Main Street ally to Fire House 1 located at 1415 North Water Street. Route further runs out of Firehouse 1 to the north on Main Street ally and then east across Division Street to Martin Luther King Jr. where it turns south.   Route continues south to North Street where it turns west and enters the Decatur Civic Center at #1 Gary K. Anderson Drive. The fiber then leaves the Decatur Civic Center and goes east across North Street and then turns south on Martin Luther King Jr Drive to Wood Street where it turns west and travels to a ground box on the northwest corner of Wood Street and Monroe Street. From here the fiber travels north on Monroe Street where it turns west on West William Street to a ground box in the right of way south of 861 West William Street. ("Z" Endpoint).

Anticipated Completion Date: To be Announced.

Route Miles: 8.24 miles

Total IRU Strands Allocated to Customer: 2

Fiber Strand Miles: 16.48

IRU Fee: $16,480 (US dollars)

IRU Fiber Maintenance Fee: $36 per year per fiber strand mile (16.48 miles). The Fiber Maintenance period will start on the fiber acceptance date recorded in Exhibit E (attached hereto and incorporated by reference) and payable at the start of the maintenance period totaling $593.28 annually. The IRU Fiber Maintenance Fee shall be adjusted annually in accordance with Article 10.1 of this Agreement.

Total Due to CITY on day of IRU contract execution: $16,480

Equipment: CITY will not provide any equipment, optronics, patch cables or the like to connect the IRU fiber to the ICN at the Richland POP or the Customer end of this circuit.

EXHIBIT B

Fiber Specifications / Acceptance Testing

1. Fiber Specifications.

   a. The maximum bi-directional average splice loss shall not exceed 0.15 dB.
   b. All splices shall be sealed in waterproof splice enclosures.
   c. Attenuation at 1310 nm = 0.35 dB/km max
   d. Attenuation at 1550 nm = 0.25 dB/km max
   e. Connector loss shall not exceed 0.5dB per connector.
   f. Fiber will meet or exceed Corning Single Mode Fiber SMF-28 Specifications
   g. Event Reflectivity (Minimum ORL) should not exceed 27 dB.

2. Fiber Acceptance Testing. CITY Contractor will conduct the following tests as part of its Acceptance Test Plan:

   - Non-destructive Attenuation Tests (End to End)
   - Optical Time Domain Reflectometer Tests (OTDR)

   Fiber acceptance testing will be performed to ensure that the fibers will operate within the parameters of the Specifications set forth in this Exhibit B.

   a. More specifically, fiber acceptance testing will include the following:

      - Continuity Uniformity Tests:
        All fibers shall be tested bi-directionally at 1310 nm or 1550 nm, as applicable, with an OTDR; the subsequent traces shall be inspected for end-to end continuity and for uniform attenuation. These traces will be attached to an email or contained on a removable storage drive.

      - Optical Length:
        The OTDR will be used to determine the end-to end optical length of the cable.

      - Splice Loss:
        Splice loss will be measured bi-directionally with an OTDR using the Splice Loss average method.

      - End-to-End Loss:
        Using a light source and a power meter, the bi-directional, connector-to-connector attenuation will be measured for each fiber at 1310 nm and 1550 nm, as applicable. The acceptance average attenuation per kilometer on a per span basis shall be the attenuation set forth by this agreement.

        a. The end-to-end value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:

        (1) At 1310 nm: (0.35dB/km x km of cable) +

(number of connectors x 0.50) +
(number of splices x 0.10)

(2) At 1550 nm: (0.25 dB/km x km of cable) +
(number of connectors x 0.50) +
(number of splices x 0.10)

b. The CITY'S loss / attenuation objective for each fiber optic splice is 0.10 dB (with a 0.15 upper limit) when measured in one direction with an OTDR test set (excluding connector loss, which is typically 0.50 dB per connector)

3. Out-of-Spec Testing. Test results outside the specifications listed above shall be noted but shall not preclude acceptance of a fiber if the out-of-spec condition does not affect transmission capability (based on use of then-prevailing telecommunications industry standards applicable to equipment generally used with the relevant type of fiber) or create a significant possibility of an outage.

EXHIBIT C

Technical Contacts

CITY OF DECATUR

CITY escalation list:

First Level:

IT Support Help Desk
Desk: 217-424-2703

Second Level:

I T Network Systems Administrator
Desk: 217-450-2243
Mobile: 217-TBD

Third Level:

Information Technology Department Director
Desk: 217-450-2236
Mobile: 217-855-8715

CUSTOMER

Customer escalation list:

First Level:

Name: Keegan Duesterhaus
Desk: 217.615.3453 x123
Mobile: 864.316.7352

Second Level:

Name: Alan Duesterhaus
Desk: 217.619.0561
Mobile: 312.248.4833

Third Level:

Name: Megan Mastin
Desk: 217.615.3453 x100
Mobile: 864.316.8747

EXHIBIT D

Maintenance Specifications and Procedures

The Party receiving maintenance services from CITY hereunder shall be referred to herein as the "Customer". All other capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Agreement of which this Exhibit forms a part.

1. MAINTENANCE.

(a) Scheduled Maintenance. Routine maintenance and repair of the Fiber System described in this Section 1 shall be performed by or under the direction of CITY, at CITY'S reasonable discretion. Scheduled Maintenance shall include the following activities:

(i) Patrol of CITY System route on a reasonable routine basis;

(ii) Maintenance of a "Call-Before-You-Dig" program and all required and related cable locates;

(iii) Maintenance of signposts along the CITY Fiber System right-of-way;

(iv) Assignment of fiber maintenance employees or subcontractors to locations along the Fiber System at intervals dependent upon terrain, accessibility, locate ticket volume, etc. CITY shall decide the staffing of fiber maintenance employees for the Fiber System; and

(v) CITY shall have qualified representatives on site any time CITY has reasonable advance knowledge that another person or entity is engaging in construction activities or otherwise excavating within five (5) feet of the Fiber System.

(b) Unscheduled Maintenance. Non-routine maintenance and repair of the Fiber System, which is not included as Scheduled Maintenance, shall be performed by or under the direction of CITY. Unscheduled Maintenance shall commence upon the Acceptance Date of the Agreement. Unscheduled Maintenance shall consist of:

(i) "Emergency Unscheduled Maintenance" in response to a fiber system alarm triggered by the CITY IT Help Desk' or notification by any third party of any failure, interruption or impairment in the operation of the Fiber System, or any event imminently likely to cause the failure, interruption or impairment in the operation of the Fiber System.

(ii) "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption, or impairment in the operation of the Fiber System.

Customer shall immediately report the need for Unscheduled Maintenance to the CITY in accordance with procedures promulgated by the CITY from time to time. CITY IT Help Desk will log the time of Customer's report, verify the problem and dispatch personnel immediately to take corrective action.

2. CITY IT HELP DESK. CITY shall operate and maintain an Information Technology Help Desk capable of receiving Fiber System alarms twenty-four (24) hours a day, seven (7) days a week. CITY'S maintenance employees or subcontractors shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. CITY shall have its first maintenance employee at the site requiring Emergency Unscheduled Maintenance activity within two (2) hours after the time CITY becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by circumstances beyond the reasonable control of the CITY. CITY personnel shall dispatch maintenance and repair personnel to handle and repair problems detected in the CITY Alert System.

3. COOPERATION AND COORDINATION.

(a) Customer shall utilize an Escalation List, as updated from time to time, to report and seek immediate action on exceptions noted in the performance of the CITY IT resources in meeting maintenance service objectives.

(b) Customer will, as necessary, arrange for escorted access for CITY to all sites of the Fiber System, subject to applicable contractual, underlying real property and other third-party limitations and restrictions.

(c) In performing its services hereunder, the CITY shall take workmanlike care to prevent impairment to the signal continuity and performance of the Fiber System. The precautions to be taken by the CITY shall include notifications to Customer. In addition, the CITY shall reasonably cooperate with Customer in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Customer, then Customer shall, at CITY'S reasonable request, make such personnel of Customer available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with CITY employees in performing such maintenance as required of the CITY hereunder.

(d) The CITY shall notify Customer(s) at least seven (7) days prior to the date in connection with any Maintenance Window of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. Customer shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with the CITY'S ability to perform its obligations under this Agreement. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, the CITY shall notify Customer at the CITY'S earliest opportunity and will comply with the provisions of this Section.

4. FACILITIES.

(a) CITY shall maintain the Fiber System in a manner, which will permit Customer's use. All common systems within facilities along the CITY Fiber System shall be maintained in accordance with manufacturer's specifications, to include battery plants, generators, and HVAC units.

(b) Except to the extent otherwise expressly provided in the Agreement, Customer will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by Customer in connection with the operation of their Dark Fibers, none of which is included in the maintenance services to be provided hereunder.

5. FIBER OPTIC CABLE/FIBERS.

(a) The CITY shall perform appropriate testing on the fiber optic cable contained in the Fiber System in accordance with CITY'S then current preventative maintenance procedures as agreed to by Customer, which shall not substantially deviate from standard industry practice.

(b) The CITY shall maintain sufficient capability to teleconference with Customer during Emergency Unscheduled Maintenance in order to provide regular communications during the restoration process. When correcting or repairing fiber optic cable discontinuity or damage, including but not limited to, an event of Emergency Unscheduled Maintenance, CITY staff shall arrive on site within two (2) hours of learning of traffic affecting discontinuity and effect repair of first fiber within six (8) hours after the CITY maintenance employee's arrival at the problem site. In order to accomplish such objective, it is acknowledged that the repairs so effected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, the CITY and/or its contractors shall commence its planning for permanent repair, and thereafter promptly shall notify Customer of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule.

(c) During restoration, the CITY will work to restore all traffic as quickly as possible. The CITY, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the Fiber System and shall begin restoration efforts. The CITY and its contractor(s) shall splice fibers tube by tube or ribbon by ribbon in a logical order with consideration to all lit fibers within the cable.

(d) In performing permanent repairs, including the repair of micro bends and splice work, the CITY shall comply with the splicing specifications as set forth in Exhibit B, and shall take all reasonable steps to ensure that attenuation across the zone of repair satisfies the specifications in Exhibit B. CITY shall provide to Customer any modifications to these specifications as may be necessary or appropriate in any particular instance for Customer's approval, which approval shall not be unreasonably withheld.

(e) CITY'S representatives and /or its contractors who are responsible for initial restoration of a cut fiber optic cable shall carry on their vehicles the typical appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible. CITY and/ or its contractors shall maintain an inventory of spare fiber optic cable in storage facilities supplied and maintained at strategic locations to facilitate timely restoration.

6. Scheduled Maintenance which is reasonably expected to produce any signal discontinuity shall be scheduled between 12:01 AM and 6:00 AM Central Time. Major system work, such as fiber rolls and hot cuts, will be scheduled for weekends and shall allow work during daylight hours if on a Saturday or Sunday.

7. CITY may subcontract any of the maintenance services hereunder; provided that the CITY shall require the subcontractor(s) to perform in accordance with the requirements and procedures set forth herein. The use any such subcontractor shall not relieve the CITY of any of its obligations hereunder.

(DARK FIBER ACCEPTANCE NOTICE AND SIGNATURE PAGE TO FOLLOW)

EXHIBIT E

<u>Dark Fiber Acceptance Notice</u>

By signature affixed below, the City of Decatur ("CITY") hereby officially notifies Sunna Fiber ("Customer") that the Dark Fiber provided to Customer, pursuant to the IRU Agreement between the CITY and Customer dated ___________________, 2021 ("Agreement"), and has a route described as follows:

Customer IRU fiber leaves Richland Community College Illinois Century Network Point of Presence ("A" Endpoint), runs east on Hubbard Avenue and turns south on 27th street to Pershing Avenue then goes west across Pershing and turns south on Jasper Avenue to Garfield Avenue and then turns south on Martin Luther King Jr., turns west on Division Street and then south on Main Street ally to Fire House 1 located at 1415 North Water Street. Route further runs out of Firehouse 1 to the north on Main Street ally and then east across Division Street to Martin Luther King Jr. where it turns south. Route continues south to North Street where it turns west and enters the Decatur Civic Center at #1 Gary K. Anderson Drive. The fiber then leaves the Decatur Civic Center and goes east across North Street and then turns south on Martin Luther King Jr Drive to Wood Street where it turns west and travels to a ground box on the northwest corner of Wood Street and Monroe Street. From here the fiber travels north on Monroe Street where it turns west on West William Street to a ground box in the right of way south of 861 West William Street. ("Z" Endpoint).

Has an Acceptance Date of ____________, 2021.

Accordingly, for purposes of the Agreement, the Acceptance Date shall be the above stated date.

Signed and acknowledged <u>without</u> exception:

City of Decatur **An Illinois Municipality**	**Pontus LLC, a series LLC for the individually protected Sunna Fiber LLC, DBA Sunna Fiber**
by _______________________________	By _______________________________
Date:	Date:
Name:	Name: Megan Mastin
Title:	Title: President