



Monday, November 4, 2024
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of October 14, 2024 City Council Study Session
Approval of Minutes of October 21, 2024 City Council Meeting

IV. Unfinished Business

1. Motion to Take from the Table the Ordinance Creating City Code Chapter 51.6 - Municipal Gas Use Tax
2. Ordinance Creating City Code Chapter 51.6 - Municipal Gas Use Tax
3. Ordinance Creating City Code Chapter 51.6 - Municipal Gas Use Tax Bifurcated Rate

V. New Business

1. Resolution Estimating Amounts Necessary to be Raised by the 2024 Tax Levy
2. Resolution Authorizing Agreement and Amendment with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for Calendar Year 2025
3. Resolution Authorizing an Amendment to the Redevelopment Agreement between the City of Decatur and Tillamook Illinois, LLC
4. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Company, Inc. for the Vulcan Watermine Pipeline, City Project 2022-22
5. City Manager Update
6. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which

little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

- A. Ordinance Annexing Territory 2223 Thunderbird Drive
- B. Ordinance Annexing Territory 2961 Lakeland Road
- C. Ordinance Annexing Territory 2417 Wilcox Lane
- D. Resolution Authorizing the Execution of an Agreement with the Norfolk Southern Railway Company for the Replacement of the Jasper Street Underpass Lighting as Part of City Project 2024-19
- E. Resolution to Appropriate Motor Fuel Tax Funds for the Replacement of the Jasper Street Underpass Lighting by Municipality under the Illinois Highway Code, City Project 2024-19, Section 24-00419-00-LT

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of October 14, 2024 City Council Study Session

ATTACHMENTS:

Description	Type
Minutes City Council Study Session	Backup Material

CITY COUNCIL STUDY SESSION MINUTES

Monday, October 14, 2024

On Monday, October 14, 2024, the City Council of the City of Decatur, Illinois, met in Study Session at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for a Study Session on the FY 2025 recommended budget.

City Manager Gleason provided an outline of the meeting and discussed the City being the Employer of Choice, and finalizing the Police and Fire contract negotiations.

City Manager Gleason gave a brief overview of the recommended budget.

Ms. Ruby James, Director of Finance, reviewed the revenue expenses and spoke about the property tax levy.

Mr. Jon Kindseth, Deputy City Manager, spoke about the Grocery Tax and the Central TIF District.

Mrs. French Wilson, Director of Human Resources, spoke about compliance and laws regarding the employees, adding one more employee to the department and an electronic filing system.

City Manager Tim Gleason, spoke about a “season of more” and adding one more person to HR is a modest proposal.

Ms. Wendy Morthland, Corporation Counsel, spoke about the legal budget with no changes.

Mr. Jim Edwards, Director of IT, spoke about the increases in funding for the website and fiber.

Mayor Moore Wolfe left the chambers at 6:34 p.m. and returned at 6:35 p.m.

Mrs. Lacie Elzy, Director of Transportation spoke about a heavy focus on operations in preparation of a route study, with route reorganization recommendations. Transit received a Community Project Funding Grant for micro-transit.

Mayor Moore Wolfe left the chambers at 6:39 p.m. and returned at 6:49 p.m.

Mr. Neil Elder, Deputy Fire Chief, spoke about adding one more fire inspector which will also help with Fire Prevention activities. One more position would include a training position to make sure everyone is trained to meet Illinois requirements. By the end of 2025 there will be 568 certifications that must be completed in accordance with the state.

Mr. Shane Brandel, Chief of Police, spoke about recruiting, training, retention and technology along with equipment. There also has been an increase of overtime, because of the staffing.

Mr. Matt Newell, Director of Public Works, spoke about the storm fund, and the sanitary sewer fund.

City Manager Gleason wanted to make the City Council aware and the community about transparency as to what is on the horizon for the City.

City Manager Gleason moved on to the Economic and Community Development Department budget.

Mr. Cordaryl Patrick, Director of Economic and Community Development, spoke about the four divisions of the department and what they provide, regarding staffing and federal money.

Council members shared their comments regarding the budget.

With no other discussion, Mayor Moore Wolfe called for Appearance of Citizens and the following citizen provided comments to the Council: Ayn Owens.

With no further business, Councilwoman Lisa Gregory called for adjournment. Councilman Kuhle moved the Study Session meeting be adjourned; seconded by Councilman Culp and upon call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Pat McDaniel, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council Study Session adjourned at 7:53 p.m.

Approved _____
Angela Harper
Deputy City Clerk

SUBJECT: Approval of Minutes of October 21, 2024 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes-October 21, 2024	Backup Material

CITY COUNCIL MINUTES
Monday, October 21, 2024

On Monday, October 21, 2024, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

Mayor Moore Wolfe called for a motion to allow Councilman Kuhle to participate remotely through electronic attendance pursuant to Open Meetings Act, 5 ILCS 120/7(a).

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

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

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Verlyn Rosenberger, Louis Kappler, Margaret Evans, Daniel Ray Pickrel and Ayn Owens.

Council members responded to citizens' comments.

City Manager Tim Gleason expanded on the grant agreement and funding on composting.

The minutes of the October 7, 2024, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Culp and on call of the roll, Council members Pat McDaniel, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for New Business.

City Manager Gleason presented the Treasurer's Financial Report.

Ms. Ruby James, Director of Finance, provided an update on the financial monthly report.

Resolution Accepting the Bid Price of B&R Construction for Dock Removal in Nelson Park Harbor, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Ed Culp.

City Manager Gleason gave a brief overview of the Resolution.

Councilman Culp and Mayor Moore Wolfe had concerns regarding the bid.

Director of Public Works, Matt Newell gave a brief statement regarding removal of docks.

R2024-400 Resolution Accepting the Bid Price of B&R Construction for Dock Removal in Nelson Park Harbor. Councilman Culp made a motion to amend the Resolution to award the bid to G&H Marine, Inc., instead of B&R Construction, seconded by Councilwoman Gregory.

Corporation Counsel Wendy Morthland gave a brief statement regarding possible legal issues with the bid process.

Upon call of the roll to amend the Resolution, to award the bid to G&H Marine Council members Chuck Kuhle, Ed Culp, Lisa Gregory and Mayor Moore Wolfe voted aye. Council members Pat McDaniel, David Horn and Dennis Cooper voted nay. Mayor Moore Wolfe declared the motion carried.

Councilman Culp made a motion to accept the bid from G&H Marine, Inc., seconded by Councilwoman Gregory.

Upon call of the roll to accept the bid for G&H Marine, Inc., Council members Chuck Kuhle, Ed Culp, Lisa Gregory and Mayor Moore Wolfe voted aye. Council members Pat McDaniel, David Horn and Dennis Cooper voted nay. Mayor Moore Wolfe declared the motion carried.

R2024-338 Resolution Authorizing Acceptance and Execution of A Brownfield Environmental Site Assessment Grant Agreement with the US. Environmental Protection Agency for City-wide Assessment Grant was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Director of Community & Economic Development, Cordaryl Patrick gave a brief overview.

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

City Manager gave an update on a life saving award given to Officer Tory Owens; Public Works Department installed water monitoring sampling stations; Economic & Community Development received an award from the American Planning Association recognizing the Jasper Street Great Streets Neighborhoods Roadmap 2024 Strategic Planning and the first two of five Hybrid buses have been received for Transit.

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through I. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. Councilman Horn requested to remove Item I. from the Consent Agenda Calendar. The Clerk read items A. through H.

Item A. Receiving and Filing of Minutes of Boards and Commissions
Item B. 2024-154 Ordinance Annexing Territory 2960 Lakeland Road
Item C. 2024-155 Ordinance Annexing Territory 3060 Lakeland Road
Item D. 2024-156 Ordinance Annexing Territory 2147 South Shores Road
Item E. 2024-157 Ordinance Annexing Territory 2727 Southland Road
Item F. 2024-158 Ordinance Annexing Territory 3404 North Taylor Avenue
Item G. 2024-159 Ordinance Annexing Territory 3086 Turpin Road
Item H. 2024-160 Ordinance Annexing Territory 3104 Turpin Road

Councilwoman Gregory moved Items A. through H, be approved by Omnibus Vote; seconded by Councilman Culp, and on call of the roll, Pat McDaniel, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2024-339 Resolution Authorizing An Agreement with JPL Environmental Engineering to Prepare A Grant-Funded Plan for Composting and Food Waste Reduction. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

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

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

Councilman Horn requested consensus from Council to place a Motion to remove the proposed Chapter 51.6 ordinance regarding Gas Use Tax from the table and to place an Ordinance Amending the City Code by adding Chapter 51.6 on the Agenda for the next regularly scheduled Council meeting. Councilman McDaniel, Councilman Culp and Councilman Cooper all agreed.

Councilman Horn had concerns with what the next steps will be with the demolition of the YWCA meeting.

City Manager Gleason gave a brief update on the demolition process of the YWCA.

Councilman Kuhle thanked the City Manager for giving updates on the “wins’ that is happening with the city.

There being no Other Business, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the Regular Council meeting be adjourned, seconded by Councilman Culp and on call of the roll, Council members Pat McDaniel, David, Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:30 p.m.

Approved _____
Angela Harper
Deputy City Clerk

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance

MEMO

DATE: November 4, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Ordinance Creating City Code Chapter 51.6 – Municipal Gas Use Tax

RECOMMENDATION: It is recommended by staff that this Ordinance creating a Gas Use Tax be adopted as presented with a single rate for all users.

UPDATE: After the Council deliberation on October 7th meeting, staff engaged with many of the businesses that Council asked that we collaborate with. Staff had meetings with the Chamber, and many of the biggest natural gas users in Decatur and received various proposals on how to structure this new tax. Most or all of the businesses engaged with recognized the City's need for this new revenue. Based on the feedback received we have rewritten the Ordinance into a single rate structure. Ameren has confirmed that they can administer this collection process as prepared, and the two biggest users have confirmed that they prefer this version of the Ordinance over the version with a bifurcated rate discussed on October 7th. The financial impact to all users remains the largely same in either version.

BACKGROUND: In 2019, City management staff became aware of the fact there was an issue with the natural gas utility tax revenue. Users which select alternative suppliers (other than Ameren) for their gas supply do not get taxed on the gas supply, though Ameren does collect 4.25% on the rest of their bill which would be on transmission and distribution charges. The City generates approximately \$1.5 million of revenue annually from this tax that applies to residential and commercial customers alike. This issue is unique to gas and there is not the same issue within the electric utility tax, as Ameren collects the tax even when they are not the supplier for electricity.

Illinois Statute allows the City to collect a tax on those natural gas users not paying utility tax on their gas supply, under a gas use tax. Staff is proposing we implement a \$.0425 per therm on alternatively supplied natural gas for all users to provide equity with our utility tax rate. Manufacturers which use more than 40-million therms annually per account would be capped at only paying this tax on the first 40 million therms. The City recognizes that this 40 million therm cap to the tax liability may be requested by other types of potential industry or users in the future, and City Council could consider extending the cap to those users if determined to be in the best interest of the City at that time.

On the point of remaining competitive it is important to consider utility taxes on both natural gas and electric collectively. The City first adopted electric tax in 2002 and then raised it once in 2015 with the gas tax increase that took it to the current rate. Those tax rates for both natural gas and electricity have remained the same since 2016. Since this time compounded inflation has increased by more than 25%. The proposed gas use tax would impact approximately 200 users, with currently only two meeting the threshold described above for really large users. Most of the users impacted by this gas use tax are commercial businesses, though there are a small handful of residents that also are included. This gas use

tax would exempt units of local government including the school district as our utility tax Ordinance does already.

Staff recommends approval of this proposed gas use tax to bring parity and equity to our natural gas utility taxpayers. Without this gas use tax adoption and implementation, we can expect our natural gas utility tax revenues to continue to decline as users would see this as an opportunity to skirt the local utility tax.

STAFF REFERENCE: For any questions, the City Council may contact Jon Kindseth, Deputy City Manager and Tim Gleason, City Manager.

ORDINANCE NO. _____

**ORDINANCE CREATING CITY CODE
- CHAPTER 51.6 -
- MUNICIPAL GAS USE TAX-**

WHEREAS, the City of Decatur is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, in furtherance of its home rule powers, it is necessary and desirable for the City of Decatur to amend its ordinances regarding taxation by creating a municipal gas use tax.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Decatur, Illinois as follows:

Section 1. The City Code of Decatur be and is hereby amended by creating and enacting a new Chapter 51.6 entitled Municipal Gas Use Tax and shall provide as follows:

**- CHAPTER 51.6 -
- MUNICIPAL GAS USE TAX-**

1. PURPOSE AND INTENT. The tax imposed by this Chapter shall be known as the “Municipal Gas Use Tax” and is imposed in addition to all other taxes imposed by the City of Decatur, the State of Illinois, or any other municipal corporation or political subdivision thereof.

2. DEFINITIONS. For the purpose of this Chapter, the following definitions shall apply:

(a) **“Manufacturer”** means a person, company or other entity that, as their primary activity and purpose, makes physical, tangible property or goods for sale to consumers,

wholesalers, distributors, retailers, or to other manufacturers for the production of more complex goods and is certified as such in writing by the City Manager of the City of Decatur or their designee.

(b) “**Person**” means any individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, municipal corporation or political subdivision of this state, or a receiver, trustee, conservator or other representative appointed by order of any court.

(c) “**Public Utility**” means a public utility as defined in Section 3-105 of the Public Utilities Act.

(d) “**Public Utilities Act**” means the Public Utilities Act as amended, (220 ILCS 5/1-101 et seq.).

(e) “**Retail Purchaser**” means any Person who purchases gas in a Sale at Retail, except for school districts or other units of local government.

(f) “**Sale at Retail**” means any sale of gas by a retailer to a Person for use or consumption, and not for resale. For this purpose, the term “retailer” means any Person engaged in the business of distributing, supplying, furnishing or selling gas.

3. TAX. Except as otherwise provided by this Chapter, a tax is imposed on the privilege of using or consuming gas in the City that is purchased, regardless of where or from whom it is purchased, in a Sale at Retail at the rate of four and one-quarter (4.25) cent(s) per therm to a maximum of Forty (40) Million therms. The ultimate incidence of and liability for payment of the tax is on the Retail Purchaser, and nothing in this Chapter shall be construed to impose a tax on the occupation of distributing, supplying, furnishing, selling or transporting gas or upon any person,

business or activity which under the constitutions of the United States or the State of Illinois, may not be made the subject of taxation by the City.

4. COLLECTION AND PAYMENT OF TAX BY PUBLIC UTILITY.

(a) The City is authorized to enter into agreements for the collection of the tax imposed by this Chapter and in conformance and compliance with the requirements set forth in this Chapter, with any Public Utility providing gas service in the City

(b) The Retail Purchaser shall pay the tax, measured by therms of gas delivered to the Retail Purchaser's premises, to the Public Utility designated to collect the tax pursuant to Section 4 of this Chapter on or before the payment due date of the Public Utility's bill first reflecting the tax, or directly to the City on or before the fifteenth day of the second month following the month in which the gas is delivered to the Retail Purchaser if no Public Utility has been designated to collect the tax pursuant to Section 4 or if the gas is delivered by a person other than a Public Utility so designated. A Person who purchases gas for resale and therefore does not pay the tax imposed by this Chapter with respect to the use or consumption of the gas, but who later uses or consumes part or all of the gas, shall file and pay the tax as directed by the City of Decatur on or before the fifteenth day of the second month following the month in which the gas is used or consumed.

(c) The Public Utility will collect the tax from Retail Purchasers as an independent contractor and will file and remit collected taxes to the City of Decatur, as directed by the City, monthly and no later than the last calendar day of each calendar month but will not be responsible to the City for any tax not actually collected from a Retailer Purchaser. The Public Utility will be entitled to withhold from tax collections a service fee equal to three (3) percent of the amounts collected and timely remitted to the City.

(d) In the event that a Retail Purchaser pays in excess of the Forty Million therms maximum amount pursuant to Section 3 of this Chapter, the City agrees to rebate the excess payment paid by the Retail Purchaser within forty-five (45) days of proof of such excess payment by the Retail Purchaser and receipt of such excess payment from the Public Utility.

5. EXEMPTION. To prevent multiple taxation, the use of gas in the City by a Retail Purchaser shall be exempt from the tax imposed by this Chapter if the gross receipts from the Sale at Retail of such gas to the Retail Purchaser are properly subject to a tax imposed upon the seller of such gas pursuant to the City's municipal utility tax, as amended from time to time set forth in Chapter 51.3 of the Decatur City Code and authorized pursuant to Section 8-11-2 of the Illinois Municipal Code (65 ILCS 5/8-11-2).

6. BOOKS AND RECORDS. Every tax collector and every taxpayer required to pay any of the taxes imposed by this Chapter shall keep accurate books and records of its business or activity, including contemporaneous books and records denoting the transactions that give rise, or may have given rise, to any tax liability under this Chapter. The books and records shall be subject to and available for inspection by employees or agents of the City at all times during regular business hours of the tax collector or taxpayer.

7. EFFECTIVE DATE. This tax shall apply to gas for which the delivery to the Retail Purchaser is billed by a Public Utility on or after April 1, 2025.

8. SEVERABILITY. If any portion of this Chapter is found invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.

9. LATE PAYMENT; FAILURE TO FILE.

A. In the event any person who is required under this Chapter to file a tax return with the City fails to file a return when and as required, such person shall pay to the City, in addition to

the amount of tax required to be transmitted, a penalty of five percent of the tax that such person is required to transmit to the City provided, however, a twenty (20) percent penalty will be imposed for any fraudulent failure to transmit such tax.

B. In case any person who is required under this Chapter to file a tax return with the City files a return at the time required but fails to transmit the tax proceeds, or any portion thereof to the City when due, a penalty of five (5) percent of the amount of tax not transmitted to the City shall be added thereto; provided, however, the fraudulent failure to pay such tax will result in a twenty (20) percent penalty.

C. In addition to any penalty for which provision is made in this Chapter, any amount of tax not transmitted when due shall bear interest at the rate of two (2) percent per month, or fraction thereof, until fully transmitted.

10. CREDIT FOR OVERPAYMENT. If it shall appear that an amount of tax has been paid which was not due under the provisions of this Chapter, whether as a result of a mistake of fact or an error of law, then such amount shall be credited against any tax due, or to become due, under this Chapter from the taxpayer who made the erroneous payment, provided that, no amounts erroneously paid more than three (3) years prior to the filing of a claim therefore shall be so credited. No person shall be entitled to a refund of, or credit for, a tax imposed under this Chapter unless the person files a claim for refund or credit within one (1) year after the date on which the tax was paid or remitted.

11. PENALTY; CIVIL ACTION.

A. Any taxpayer who fails to make a return within the time required therefore, or who fails to pay the tax due, or any portion thereof, for any month within the time required therefore, or who makes a fraudulent return or willfully violates any other provision of this Chapter shall be

fined not less than Two Hundred Fifty Dollars (\$250.00) no more than Five Hundred Dollars (\$500.00).

B. All taxes required to be paid to the City under the terms of this Chapter shall constitute a debt owed to the City, and the payment thereof may be enforced by the City in any court of competent jurisdiction. The payment of such debt, whether a pursuant to legal action or otherwise, is in addition to any penalty imposed under subsection (A) hereof.

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

Section 3. That the provisions of all ordinances in conflict with the provisions of this ordinance insofar as the same are in conflict with said provisions be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of November, 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

City Clerk, City of Decatur

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. _____

**ORDINANCE CREATING CITY CODE
- CHAPTER 51.6 -
- MUNICIPAL GAS USE TAX-**

WHEREAS, the City of Decatur is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, in furtherance of its home rule powers, it is necessary and desirable for the City of Decatur to amend its ordinances regarding taxation by creating a municipal gas use tax.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Decatur, Illinois as follows:

Section 1. The City Code of Decatur be and is hereby amended by creating and enacting a new Chapter 51.6 entitled Municipal Gas Use Tax and shall provide as follows:

**- CHAPTER 51.6 -
- MUNICIPAL GAS USE TAX-**

1. PURPOSE AND INTENT. The tax imposed by this Chapter shall be known as the “Municipal Gas Use Tax” and is imposed in addition to all other taxes imposed by the City of Decatur, the State of Illinois, or any other municipal corporation or political subdivision thereof.

2. DEFINITIONS. For the purpose of this Chapter, the following definitions shall apply:

(a) “**Person**” means any individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, municipal corporation or

political subdivision of this state, or a receiver, trustee, conservator or other representative appointed by order of any court.

(b) “**Public Utility**” means a public utility as defined in Section 3-105 of the Public Utilities Act.

(c) “**Public Utilities Act**” means the Public Utilities Act as amended, (220 ILCS 5/1-101 et seq.).

(d) “**Retail Purchaser**” means any Person who purchases gas in a Sale at Retail, except for school districts or other units of local government.

(e) “**Sale at Retail**” means any sale of gas by a retailer to a Person for use or consumption, and not for resale. For this purpose, the term “retailer” means any Person engaged in the business of distributing, supplying, furnishing or selling gas.

3. TAX. Except as otherwise provided by this Chapter, a tax is imposed on the privilege of using or consuming gas in the City that is purchased, regardless of where or from whom it is purchased, in a Sale at Retail at the rate of four and one-quarter (4.25) cent(s) per therm. The ultimate incidence of and liability for payment of the tax is on the Retail Purchaser, and nothing in this Chapter shall be construed to impose a tax on the occupation of distributing, supplying, furnishing, selling or transporting gas or upon any person, business or activity which under the constitutions of the United States or the State of Illinois, may not be made the subject of taxation by the City.

4. COLLECTION AND PAYMENT OF TAX BY PUBLIC UTILITY.

(a) The City is authorized to enter into agreements for the collection of the tax imposed by this Chapter and in conformance and compliance with the requirements set forth in this Chapter, with any Public Utility providing gas service in the City

(b) The Retail Purchaser shall pay the tax, measured by therms of gas delivered to the Retail Purchaser's premises, to the Public Utility designated to collect the tax pursuant to Section 4 of this Chapter on or before the payment due date of the Public Utility's bill first reflecting the tax, or directly to the City on or before the fifteenth day of the second month following the month in which the gas is delivered to the Retail Purchaser if no Public Utility has been designated to collect the tax pursuant to Section 4 or if the gas is delivered by a person other than a Public Utility so designated. A Person who purchases gas for resale and therefore does not pay the tax imposed by this Chapter with respect to the use or consumption of the gas, but who later uses or consumes part or all of the gas, shall file and pay the tax as directed by the City of Decatur on or before the fifteenth day of the second month following the month in which the gas is used or consumed.

(c) The Public Utility will collect the tax from Retail Purchasers as an independent contractor and will file and remit collected taxes to the City of Decatur, as directed by the City, monthly and no later than the last calendar day of each calendar month but will not be responsible to the City for any tax not actually collected from a Retailer Purchaser. The Public Utility will be entitled to withhold from tax collections a service fee equal to three (3) percent of the amounts collected and timely remitted to the City.

5. EXEMPTION. To prevent multiple taxation, the use of gas in the City by a Retail Purchaser shall be exempt from the tax imposed by this Chapter if the gross receipts from the Sale at Retail of such gas to the Retail Purchaser are properly subject to a tax imposed upon the seller of such gas pursuant to the City's municipal utility tax, as amended from time to time set forth in Chapter 51.3 of the Decatur City Code and authorized pursuant to Section 8-11-2 of the Illinois Municipal Code (65 ILCS 5/8-11-2).

6. APPLICATION OF TAX TO CERTIFIED LARGE MANUFACTURERS.

Certain accounts of large manufacturers are eligible to be taxed at the rate of two and one-quarter

(2.25) cents per therm. To be eligible, a manufacturer must have operations in the City and must have been billed on a single account for at least 40 (forty) million therms in a prior designated 12-month period. Certified accounts will be taxed at the lower rate for all billing periods ending in a particular calendar year and must be renewed annually. The City is authorized to establish a process under which such a manufacturer may apply to become certified and such application shall be made to the City as directed.

7. BOOKS AND RECORDS. Every tax collector and every taxpayer required to pay any of the taxes imposed by this Chapter shall keep accurate books and records of its business or activity, including contemporaneous books and records denoting the transactions that give rise, or may have given rise, to any tax liability under this Chapter. The books and records shall be subject to and available for inspection by employees or agents of the City at all times during regular business hours of the tax collector or taxpayer.

8. EFFECTIVE DATE. This tax shall apply to gas for which the delivery to the Retail Purchaser is billed by a Public Utility on or after January 1, 2025.

9. SEVERABILITY. If any portion of this Chapter is found invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.

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

Section 3. That the provisions of all ordinances in conflict with the provisions of this ordinance insofar as the same are in conflict with said provisions be, and the same are hereby, repealed.

10. LATE PAYMENT; FAILURE TO FILE.

A. In the event any person who is required under this Chapter to file a tax return with the City fails to file a return when and as required, such person shall pay to the City, in addition to the amount of tax required to be transmitted, a penalty of five percent of the tax that such person is required to transmit to the City provided, however, a twenty (20) percent penalty will be imposed for any fraudulent failure to transmit such tax.

B. In case any person who is required under this Chapter to file a tax return with the City files a return at the time required but fails to transmit the tax proceeds, or any portion thereof to the City when due, a penalty of five (5) percent of the amount of tax not transmitted to the City shall be added thereto; provided, however, the fraudulent failure to pay such tax will result in a twenty (20) percent penalty.

C. In addition to any penalty for which provision is made in this Chapter, any amount of tax not transmitted when due shall bear interest at the rate of two (2) percent per month, or fraction thereof, until fully transmitted.

11. CREDIT FOR OVERPAYMENT. If it shall appear that an amount of tax has been paid which was not due under the provisions of this Chapter, whether as a result of a mistake of fact or an error of law, then such amount shall be credited against any tax due, or to become due, under this Chapter from the taxpayer who made the erroneous payment, provided that, no amounts erroneously paid more than three (3) years prior to the filing of a claim therefore shall be so credited. No person shall be entitled to a refund of, or credit for, a tax imposed under this Chapter unless the person files a claim for refund or credit within one (1) year after the date on which the tax was paid or remitted.

12. PENALTY; CIVIL ACTION.

A. Any taxpayer who fails to make a return within the time required therefore, or who fails to pay the tax due, or any portion thereof, for any month within the time required therefore, or who makes a fraudulent return or willfully violates any other provision of this Chapter shall be fined not less than Two Hundred Fifty Dollars (\$250.00) no more than Five Hundred Dollars (\$500.00).

B. All taxes required to be paid to the City under the terms of this Chapter shall constitute a debt owed to the City, and the payment thereof may be enforced by the City in any court of competent jurisdiction. The payment of such debt, whether a pursuant to legal action or otherwise, is in addition to any penalty imposed under subsection (A) hereof.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of November,
2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

City Clerk, City of Decatur

Financial Management

DATE: 11/4/2024

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

FROM: Tim Gleason, City Manager
Ruby James, City Treasurer & Chief Financial Officer

SUBJECT: Resolution Estimating Amounts Necessary to be Raised by the 2024 Tax Levy

SUMMARY RECOMMENDATION:

The City of Decatur hereby proposes to the City Council the 2024 Tax Levy, for taxes to be extended by the Macon County Clerk with Equalized Assessed Values as determined by the Macon County Office of Assessment and certified by the State of Illinois Department of Revenue, for property taxes to be billed and collected by the Macon County Treasurer in calendar year 2025.

BACKGROUND:

The City Manager presented the proposed 2024 tax levy at the 2025 budget session on October 14, 2024. The proposal at that time was a 9% increase over the 2023 tax levy with an estimated increase in the equalized assessed valued (EAV) of 5.14% for Decatur Township.

Per state statute, the Council is required to adopt a resolution of Notification of Proposed Tax Levy at least 20 days prior to adoption of the tax levy at the December 2, 2024 council meeting, to provide notice of the 2024 proposed tax levy increase. The Council is not bound by this resolution but rather it serves as notice of the intention to adopt the levy set forth in the resolution.

On November 23, 2024, the city will publish notification in the Decatur Herald & Review newspaper of a public hearing in the matter of the annual tax levy ordinance to be held at the council meeting of December 2, 2024.

The Tax Levy will be presented to the City of Decatur City Council for approval at the December 2, 2024 meeting.

POTENTIAL OBJECTIONS: None Anticipated.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Ruby F. James, Chief Financial Officer & City Treasurer

BUDGET/TIME IMPLICATIONS: The final adopted Tax Levy will be provided to the

Macon County Treasurer to be used for property taxes billed and collected by that office in calendar year 2025.

ATTACHMENTS:

Description	Type
Resolution Estimating Amounts Necessary to be Raised by the 2024 Tax Levy	Resolution Letter

RESOLUTION NO. R2024 –
RESOLUTION ESTIMATING AMOUNTS NECESSARY
TO BE RAISED BY THE 2024 TAX LEVY

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

SECTION 1. That the attached Exhibit A are the amounts of money estimated to be raised by taxation upon taxable property in the City of Decatur, for the 2024 Assessed Value with property tax billed to property owners in 2025 and payable in 2025.

SECTION 2. That the City Council was informed by the City Manager at the Council Meeting on November 4, 2024 of the amounts of money estimated to be raised by taxation upon taxable property in the City of Decatur, for the 2024 Assessed Value with property tax billed to property owners in 2025 and payable in 2025.

SECTION 3. That notice of a public hearing to be held at the City Council meeting of December 2, 2024 in the city council chamber of the Decatur Civic Center will be published in the public media on November 23, 2024, and that the Tax Levy will be presented to the City of Decatur City Council for approval at the December 2, 2024 meeting of the City Council.

PRESENTED AND ADOPTED this 4th day of November 2024.

Julie Moore Wolfe, Mayor

Attest:

Kimberly Althoff, City Clerk

Exhibit A

City of Decatur, Illinois Notification of Proposed Tax Levy

The City of Decatur hereby proposes to the City Council the 2024 Tax Levy, for taxes to be extended by the Macon County Clerk with Equalized Assessed Values as determined by the Macon County Office of Assessment and certified by the State of Illinois Department of Revenue, for property taxes to be billed and collected by the Macon County Treasurer in calendar year 2025.

	2024 Proposed Levy	2023 Levy Extension	\$ Change	% Change
Corporate Purpose	-	0.01	(0.01)	-
Police Pension	6,933,920.00	5,924,878.26	1,009,041.74	14.6%
Firefighter Pension	5,646,707.00	6,128,510.00	(481,803.00)	8.5%
Public Library	3,222,539.00	3,072,569.70	149,969.30	4.7%
Municipal Band	70,000.00	70,073.58	(73.58)	0.0%
Total General Levy	15,873,166.00	15,196,031.55	677,134.45	4.3%
GO Debt Service	12,131,277.26	16,040,405.47	(3,909,128.21)	(32.2)%
Less: GO Abatement	10,800,277.26	15,453,147.02	(4,652,869.76)	(43.1)%
Extension adjustment	-	-	-	-
Total Debt Levy	1,331,000.00	587,258.45	743,741.55	(55.9)%
Tax Levy Proposed	17,204,166.00	15,783,290.00	1,420,876.00	9.0%

A Public Hearing will take place at the City Council meeting on December 2, 2024.

The Tax Levy will be presented to the City of Decatur City Council for approval at the December 2, 2024 meeting of the City Council.

Office of the City Treasurer
City of Decatur, Illinois
November 4, 2024

Financial Management

DATE: 11/4/2024

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

FROM: Tim Gleason, City Manager
Ruby F. James, City Treasurer & Chief Financial Officer
Brian Hastings, Risk Manager

SUBJECT: Resolution Authorizing Agreement and Amendment with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for Calendar Year 2025

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached resolution authorizing the agreement for renewal of the administration of the City's self-insured group health benefit plans including claims administration and stop loss insurance for the period January 1, 2025 to December 31, 2025.

BACKGROUND:

BlueCross BlueShield has been the City's third-party administrator for the city self-insured group healthcare benefit plan since 2008 and continues to be an excellent administrator for the group healthcare benefit plan.

BlueCross BlueShield continues to offer the largest network of doctors and hospitals in and out of state and offers the best price offerings for coverage for medical care due to its substantial network of medical providers.

	Current 2024	Proposed 2025	% Change
Illinois access fee	1.44%	1.19%	-17.4%
Administration fee	\$ 60.30	\$ 60.10	0.0%
Rx rebate credit	\$ (128.45)	\$ (128.45)	0.0%
Medical rebate credit	\$ (2.50)	\$ (2.50)	0.0%
Additional services	\$ 2.52	\$ 2.02	-19.8%
Net administration fee	\$ (68.13)	\$ (68.83)	-0.1%
Stop loss	\$ 161.06	\$ 268.11	66.5%
Fixed cost per month	\$ 95.57	\$ 202.21	111.6%
Total Projected Costs PEPM	\$ 1,711.09	\$ 1,865.11	9.0%

Contract Total Dollars	\$11.2 million	\$12.3 million	9.8%
Projected Enrollment	544	551	1.3%

The proposed 2025 fixed cost fees quoted by BlueCross BlueShield will increase in aggregate versus the current 2024 fixed cost fees. 2024 fixed cost fees resulted in a 111.6% increase based largely on an increase in enrollment and stop loss fees. This resulted in a 9% increase in City and employee out of pocket costs overall for claims and expenses.

The significant increase in the stop loss fee is based on the continuing and expected claims experience that exceeded the stop loss limit of \$200,000 each year. There is nothing the City can implement to reduce these particular stop loss claims. First Mid Bank, our advisor, did bid the stop loss line to two other providers to obtain the best pricing for the City. In the end, Blue Cross did provide the best pricing for Stop Loss coverage.

First Mid Bank bid out all lines and moved our entire benefit lines to BlueCross BlueShield in 2024 to help keep price increases to a minimum and receive a higher rebate.

Further benefiting reduced costs for claims overall is the City Healthcare Clinic which was implemented in September 2021 and is continuing to deliver cost reductions processed through BlueCross BlueShield.

Amendment 2 to the original agreement with BlueCross BlueShield updates industry definitions and does not substantially change the agreement.

POTENTIAL OBJECTIONS: None anticipated.

INPUT FROM OTHER SOURCES:

First Mid Bank, Rick Semonis, Advisor to the City for Employee Benefit matters

STAFF REFERENCE: Ruby F. James, City Treasurer & Chief Financial Officer Brian Hastings, Risk Manager

BUDGET/TIME IMPLICATIONS: Cost increases are incorporated in the 2025 budget.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
ASO and Amendment 2 with Blue Cross and Blue Shield of Illinois	Backup Material

RESOLUTION NO. R2024 - _____

**RESOLUTION AUTHORIZING AGREEMENT AND AMENDMENT WITH
BLUECROSS BLUESHIELD OF ILLINOIS FOR ADMINISTRATION OF
THE CITY GROUP HEALTH BENEFIT PLAN FOR CALENDAR YEAR 2025**

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

Section 1. That the ASO Benefit Program and Stop Loss coverage presented herewith to the City Council between the City of Decatur, Illinois and BlueCross BlueShield of Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager and City Treasurer be authorized to accept Amendment Two to the Administrative Services Agreement between BlueCross BlueShield of Illinois and the City of Decatur, Illinois.

Section 3. That the City Manager and City Treasurer be, and hereby, authorized to execute renewal on behalf of the City of Decatur, Illinois.

PRESENTED AND ADOPTED THIS 4th day of November 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

Benefit Program Application ("ASO BPA")

Applicable to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, hereinafter referred to as "Claim
Administrator" or "BCBSIL"

Group Status: Renewing ASO Account

Employer Account Number (6-digits): 022346

Group Number(s): P22346, PE4337, PJ1005, PJ1009

Section Number(s): 0100, 0200, 0300, 0400, 0410, 0500, 0510, 0550, 0600, 0700, 0800, 0810, 8888

Legal Employer Name: City of Decatur

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must also be named below. AN EMPLOYEE BENEFIT PLAN MAY NOT BE NAMED.)

ERISA Regulated Group Health Plan*: ☐ Yes ☒ No

Is your ERISA Plan Year* a period of 12 months beginning on the Effective Date of Coverage specified below? ☐ Yes
If not, please specify your ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

ERISA Plan Administrator*: _____

Plan Administrator's Address: _____

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:

Non-Federal - Municipality ; if applicable, specify other: _____

Is your Non-ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified below? ☒ Yes

If not, please specify your Non-ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

For more information regarding ERISA, contact your Legal Advisor.

*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/day/Year) 01 / 01 / 2025

Anniversary Date: (Month/Day/Year) 01 / 01 / 2026

Retiree-Only Plan(s) Identification:

For more information regarding Retiree-only plans, contact your Legal Advisor.

Do you have one or more Retiree-only plan(s)? ☐ Yes ☒ No

If yes, please provide Benefit Agreement number, or group and section numbers of the Retiree-only plan(s):

Account Information

☐ NO CHANGES

☐ SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 9111

Employer Identification Number (EIN): 376001308

Address: #1 Gary K. Anderson Plaza

City: Decatur

State: IL

ZIP: 62523-1005

Administrative Contact: Ruby James

Title: City Treasurer and Director of Finance

Email Address: rjames@decaturil.gov

Phone Number: (217) 424-2702

Fax Number: (217)
424-2717

Wholly Owned Subsidiaries to be covered: N/A

Affiliated Companies to be covered:

N/A

Employer Identification Number (EIN): N/A

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except
with written permission of Claim Administrator.

IL GEN ASO VBD BPA (Rev. 06.24) Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual
Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

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(Affiliated Companies must be required or permitted to be aggregated per IRS Guidelines, Employer hereby confirms that Employer, Subsidiaries and Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), or (c), or (m) or (o), or under applicable law.)

Blue Access for EmployersSM ("BAESM") Contact: Brian Hastings

(The BAE Contact is the Employee authorized by the Employer to access and maintain the Employer's account in BAE.)

Email Address: bhastings@decaturil.gov

Phone Number: (217) 424-2803

Fax Number: (217) 424-2717

☒ The Employer or other company listed in this BPA is a public entity or governmental agency/contractor

Producer of Record Information

☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

Effective: 01/01/2025

If applicable, the below-named producer(s) or agency(ies) is/are recognized as Employer's Producer of Record (POR) to act as a representative in negotiations with and to receive commissions from BCBSIL, Claim Administrator's corporate subsidiaries, as applicable, for procuring Claim Administrator's claims administration services for Employer's employee benefit program(s). This statement rescinds any and all previous POR appointments for the Employer. The POR is authorized to perform membership transactions on behalf of the Employer. This appointment will remain in effect until withdrawn or superseded in writing by the Employer.

Producer/Consultant Compensation:

The Employer acknowledges that if its POR acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's POR a commission and/or other compensation in connection with such services under the Administrative Services Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid to the POR by the Claim Administrator in connection with services under the Administrative Services Agreement, the Employer should contact its POR.

Are commissions to be paid? ☐ Yes ☒ No

Producer or Agency to whom commissions are to be paid*:

Illinois Producer#: (nine digits)

NPN:

Address:

City:

State:

Phone:

Fax:

Is Producer/Agency appointed with BCBSIL? ☐ Yes ☐ No

Commissions:

☐ PCPM \$ Does a Monthly Cap Apply ☐ Yes ☐ No \$ (If cap is annual, divide by twelve)

☐ Flat \$ Does a Monthly Cap Apply ☐ Yes ☐ No \$ (If cap is annual, divide by twelve)

☐ Percentage of Stop Loss: %

ADDITIONAL COMMISSIONS:

* The Producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

Schedule of Eligibility

☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions:

1. Eligible Person means:

- ☒ A full-time employee of the Employer.
- ☐ A full-time employee of the Employer who is a member of: (name of union)
- ☐ A part-time employee of the Employer.
- ☐ A retiree of the Employer. Define criteria:
- ☒ Other: Retired per labor agreement or admin policy

Are any classes of employees to be excluded from coverage? ☐ Yes ☒ No

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

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If yes, please identify the classes and describe the exclusion:

2. Employee definitions:

Full-Time Employee means:

- ☒ A person who is regularly scheduled to work a minimum of 30 hours per week and who is on the permanent payroll of the Employer.
- ☐ Other:

Part-Time Employee means:

- ☐ A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.
- ☐ Other:

3. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person:

- ☒ The date such person ceases to meet the definition of Eligible Person.
- ☐ The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.
- ☐ Other:

4. Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan (the effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law).

- ☒ The date of employment.
- ☐ The _____ day of employment.
- ☐ The _____ day of the month following _____ month(s) of employment.
- ☐ The _____ day of the month following _____ days of employment.
- ☐ The _____ day of the month following the date of employment.
- ☐ Other:

Is the waiting period requirement to be waived on initial group enrollment? ☐ Yes ☐ No

Are there multiple new hire waiting periods? ☐ Yes ☒ No

If yes, please attach eligibility and contribution details for each section.

5. Domestic partners covered: ☐ Yes ☒ No

If yes: a domestic partner is eligible to enroll for coverage.

If yes, are domestic partners eligible for continuation of coverage? ☐ Yes ☒ No

If yes, are dependents of domestic partners eligible to enroll for coverage? ☐ Yes ☒ No

If yes, are dependents of domestic partners eligible for continuation of coverage? ☐ Yes ☒ No

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for domestic partners and/or dependents of domestic partners.

6. Civil Union Partners covered:

- ☒ The Employer is an Illinois county, municipality, the State of Illinois, subject to the Illinois School Code, a church plan or other non-ERISA plan. For such Employers, a Civil Union Partner and his or her dependents are automatically eligible to enroll for coverage and, once enrolled, eligible for continuation of coverage as described in the Employer's Plan.

For all other Employers: ☐ Yes ☐ No

If yes: A Civil Union Partner and his or her dependents are eligible to enroll for coverage.

If yes: Are Civil Union Partners and his or her dependents eligible for continuation of coverage? ☒ Yes ☐ No

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for Civil Union Partners.

Proprietary and Confidential Information of Claim Administrator

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7. **Limiting Age for covered children:** Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other:

If Employer is an Illinois county, municipality, the State of Illinois, or subject to the Illinois School Code, this Limiting Age is extended to thirty (30) years, for unmarried eligible military personnel as described in the Employer's Plan.

8. **Termination of coverage upon reaching the Limiting Age:**

- ☐ The last day of coverage is the day prior to the birthday.
☒ The last day of coverage is the last day of the month in which the limiting age is reached.
☐ The last day of coverage is the last day of the billing month.
☐ The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.
☐ The last day of coverage is the day prior to the Employer's Anniversary Date.

Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the limiting age even if the child continues to be both disabled and dependent on the employee? ☐ Yes ☒ No

However, such coverage shall be extended in accordance with any applicable federal or state law and the Disabled Dependent provisions of this BPA. *The Employer will notify BCBSIL of any instance where the continuation of disabled dependent coverage is required.*

9. **Disabled dependent:** A disabled dependent means a dependent child who is medically certified as disabled and dependent upon the Employee or his/her spouse. A child is a disabled child when the child is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, per Internal Revenue Code Section 22(e)(3).

To administer medical certification of disabled dependents, you may select option (a) Standard Rules or (b) Custom Rules. BCBSIL will administer its standard process for administration of disabled dependent coverage if (a) below is selected by Employer, or at the Employer's direction memorialized below, BCBSIL will follow a customized process if Employer selects (b). If (b) is selected there are additional selections regarding age, proof of prior coverage, certification review, forms, and previous medical certification approvals.

- (a) ☒ Disabled dependent administration will follow **Standard Rules**.

A disabled dependent is eligible to **continue** coverage beyond the limiting age, provided the disability began before the child attained the age of 26. A disabled dependent is eligible to **add** coverage beyond the limiting age, provided the disability began before the child attained the age of 26, and proof of coverage as a disabled dependent is provided. Administration of certification review is administered by BCBSIL; a disabled dependent certification form must be submitted to BCBSIL.

- (b) ☐ Disabled dependent Administration will follow **Custom Rules**. Please make the following sections:

Age: Please select one option regarding age of when the disability began.

- ☐ The disability must have begun before the child attained the age of 26.
☐ All disabled dependents are covered regardless of when the disability began.

Proof of prior coverage: Please select required or not required below:

When **adding** coverage, proof of prior coverage as a disabled dependent is ☐ required ☐ not required.

Certification review: Please select one option regarding the administration of certification review.

- ☐ Certification review is administered by BCBSIL; a disabled dependent certification form must be submitted to BCBSIL.
☐ Certification review is administered by the Employer; there are no disabled dependent certification form requirements.

If certification review is administered by BCBSIL, please select one option regarding forms:

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

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- ☐ Utilize BCBSIL disabled dependent certification forms.
☐ Utilize custom/other disabled dependent certification forms.

If Certification Review is administered by BCBSIL, please select allowed or not allowed below:

A disabled dependent approved certification from a prior insurance carrier is ☐ allowed ☐ not allowed.
A disabled dependent approved certification from a prior BCBS policy is ☐ allowed ☐ not allowed.

10. Will extension of benefits due to temporary layoff, disability or leave of absence apply?

- ☐ Yes (specify number of days below) ☒ No

Temporary Layoff: _____ days

Disability: _____ days

Leave of Absence: _____ days

However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with an applicable federal or state law. The Employer will notify BCBSIL of such requirements.

11. Enrollment:

Special Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.

An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group coverage where the Eligible Person is deemed qualified for group coverage assistance under a state Medicaid or CHIP premium assistance program.

Open Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so, during the Employer's annual Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period.

Specify Open Enrollment Period: 10/24 thru 11/30 for a 01/01 effective date

Late Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

Select one of the provisions below:

- ☐ Open Enrollment – Late applicants may only apply during Open Enrollment.
☒ Late Entrant – Late applicants may apply at any time – coverage effective date is determined by the receipt date and the rules governing off-cycle enrollments.

12. * Does COBRA Auto Cancel apply? ☒ Yes ☐ No

Member's COBRA/Continuation of Coverage will be automatically cancelled at the end of the member's eligibility period.

** Not recommended for accounts with automated eligibility.*

CURRENT EMPLOYEE ELIGIBILITY INFORMATION

Current number of eligible subscribers at onboarding and/or annual renewal 551.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

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Lines of Business (Check all applicable services)

☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

Medical Plan Services:

- ☒ Participating Provider Option (PPO)
☐ Blue Choice Select PPO
☐ Blue Choice Options
☐ Blue High Performance NetworkSM (BlueHPNSM)

Additional Services:

- ☒ Wellbeing Management
☐ Wellness Incentives
☐ Health Advocacy Solutions
☐ Mercer Health Advantage
☐ Custom Care Management Unit
☐ Blue DirectionsSM (Private Exchange) *(If selected, the Blue Directions Addendum is attached and made a part of the parties' Administrative Services Agreement.)*

- ☐ Limited Fiduciary Services for Claims and Appeals

- ☐ Other Select Product
☐ Other Select Product
☐ Other Select Product
☐ Other Select Product
☒ Other Virtual Visits
☒ Other Member Rewards

Ancillary Services:

- ☐ Dental Plan Services
☒ Vision Insurance *(if selected, complete a separate application)*
☒ Stop Loss *(if selected, complete separate Application and Policy Schedule for Stop Loss Coverage)*
☒ Life, Disability, Critical Illness, Accident, or Hospital Indemnity Insurance *(if selected, complete a separate application for those coverages)*
☒ COBRA Administrative Services *(if selected, complete separate HCSC COBRA Administrative Services Addendum)*

Consumer Driven Health Plan:

- ☐ BlueEdgeSM HCA Administrative Services *(if purchased, complete separate HCA BPA)*
☒ BlueEdgeSM HSA Eligible Health Plan (Preferred Vendor: Select Vendor)* *If HealthEquity, Inc. is selected, BCBSIL to send HSA enrollment to HealthEquity, Inc.*
☐ Yes ☐ No
Non-Preferred Vendor:
☐ FSA (Preferred Vendor: Select Vendor)*
Non-Preferred Vendor:
☐ HRA (Preferred Vendor: Select Vendor)*
Non-Preferred Vendor:

Prescription Drugs:

- ☒ Covered under a pharmacy benefit *(If selected, the PBM Fee Schedule Addendum must be attached and is part of this BPA.)*
☐ Covered under the medical benefit or Blue Script

Pharmacy Network (Select one):

- ☒ Traditional Select Network
☐ Advantage Network
☐ Preferred Network (Not offered with Blue Script)
☐ Elite Network (Not offered with Blue Script)
☐ Network on PBM Fee Schedule Addendum
☐ Other (please specify):

PPO Drug List: Balanced Drug List

Other (please specify):

PPO/HSA Preventive Drug List:

Please specify: Select Option

Other Rx programs:

Please specify: Select Program

Prescription Drug Program Clinical Programs

- ☐ Pharmaceutical Care Management (Retrospective) (Included with HAS)

*An HSA must be paired with a qualified high deductible health plan (HDHP) and follow strict requirements set forth by the Internal Revenue Service (IRS). Employer Groups should seek advice from their independent tax advisor, legal counsel, or other professional counselor, to ensure their proposed benefit strategy with respect to HSAs, FSAs, HRAs, or other benefit arrangements does not conflict with current IRS requirements.

Mercer Health Advantage is offered by Mercer, an independent company, and is administered by Blue Cross and Blue Shield of Illinois.

Custom Care Management Unit is offered by Willis Towers Watson, an independent company, and is administered by Blue Cross and Blue Shield of Illinois.

Medical and Dental benefits and services are administered by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

Life, Disability, Critical Illness, Accident, Hospital Indemnity and Vision products are issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Blue Cross and Blue Shield of Illinois is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association, BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

IL GEN ASO VBD BPA (Rev. 06.24) Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

FEE SCHEDULE

Employer shall pay amounts Claim Administrator bills Employer for benefit claims Claim Administrator processes on Employer's behalf as well as administrative fees as set forth in this Fee Schedule.

Payment Specifications		☐ NO CHANGES		☐ SEE ADDITIONAL PROVISIONS	
Employer Payment Method: ☐ Online Bill Pay ☒ Electronic ☐ Auto Debit ☐ Check					
Employer Payment Period: ☐ Weekly (cannot be selected if Check is selected as payment method above) ☐ Semi Monthly (cannot be selected if Check is selected as payment method above) ☒ Monthly					
Claim Settlement Period: ☐ Weekly ☒ Monthly					
Run-Off Period: Employer payments are to be made for 12 months following end of Fee Schedule Period. <i>Standard is twelve (12) months.</i>					
Fee Schedule Period: To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months, please specify: _____ months.					
Administrative Per Employee Per Month (PEPM) Charges		☐ NO CHANGES		☐ SEE ADDITIONAL PROVISIONS	
	PPO				
Administrative Fee	\$60.10	\$	\$	\$	\$
Dental	\$	\$	\$	\$	\$
Claims Fiduciary	\$	\$	\$	\$	\$
Advanced Payment Review	25% \$	%	%	%	%
*Medical Drug Rebate Credit	\$(2.50)	\$()	\$()	\$()	\$()
*Rebate Credit for the Prescription Drug Program	\$(128.45)	\$()	\$()	\$()	\$()
Telehealth (Virtual Visits)	\$0.52	\$	\$	\$	\$
Wellbeing Management	\$	\$	\$	\$	\$
Health Advocacy Solutions	\$	\$	\$	\$	\$
Pharmaceutical Care Management (Retrospective) (No cost if both HAS and Prescription Drug Program are elected)	\$	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$	\$
Other: Member Rewards List Service:	\$1.50	\$	\$	\$	\$
Other: Select Service Category List Service:	\$	\$	\$	\$	\$
Other: Select Service Category List Service:	\$	\$	\$	\$	\$
Other: Select Service Category List Service:	\$	\$	\$	\$	\$
Miscellaneous:	\$	\$	\$	\$	\$
Miscellaneous:	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

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*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager ("PBM") or a pharmaceutical manufacturer to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any Rebate Credit provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

Claim Administrator Provider Access Fee(s)
Group Number(s): P22346, PE4337, PJ1005, PJ1009
☒ % of ADP Savings: 1.19%
☐ \$ per Covered Employee per month: \$
☐ Group with multiple Provider Access Fees by services (e.g., CMM, and/or PPO plans):
Group Number(s):
☐ % of ADP Savings: %
☐ \$ per Covered Employee per month: \$
BlueCard Program/Network access fees: Available upon request.

Administrative Line Item Charges		Frequency	Amount
☐ SEE ADDITIONAL PROVISIONS			
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____		_____%
Total:			\$ _____

Other Service and/or Program Fee(s)☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS**NSA Fees**

In connection with the claims, items, and services that are subject to the No Surprises Act ("NSA") and disputed by a Provider, Employer agrees to pay Claim Administrator the following fees:

- Fifty dollars (\$50) for each claim that is the subject of informal negotiation with a Provider (this fee will be charged in the event the Provider, in its sole discretion, determines that it will not accept the initial payment amount); and
- An additional seventy-five dollars (\$75) per claim for each independent dispute resolution process ("IDR") where Claim Administrator represents Plan (this fee will be charged in the event the Provider, in its sole discretion, determines that it will initiate IDR after the informal negotiation period); and
- All costs imposed by the IDR entity or any state, federal or local government entity in connection with an IDR.

External Review Coordination: ☒ Yes ☐ No

If yes, coordination fee: \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan.

Employer elects the following process:

☐ State of Illinois External Review Process ☒ Federal Affordable Care Act Process

If no, provide name and address of administrator(s) of external review coordination and indicate if administering medical claims and/or pharmacy claims:

Administrator: Medical claims: ☐ Pharmacy claims: ☐ Name: Mailing Address:

Administrator: Medical claims: ☐ Pharmacy claims: ☐ Name: Mailing Address:

Advanced Payment Review (APR): ☒ Yes ☐ No

APR is a suite of payment integrity offerings. Refer to the ABS. If Employer elects APR, indicate APR Savings Program or PEPM below:

☒ APR Savings Program

☐ PEPM

For APR capabilities other than Reimbursement Services: If Employer elects APR Savings Program, Claim Administrator will invoice the percentage indicated in the Fee Schedule of any savings amounts identified by Claim Administrator or third-party vendor.

Reimbursement Services: ☒ Yes ☐ No If yes, Claim Administrator will retain twenty-five percent (25%) of any recovered amounts made on third-party liability claims other than recovery amounts received as a result of or associated with any Workers' Compensation Law.

FlexAccess™: ☐ Yes ☒ No

As part of its plan design, Employer has directed Claim Administrator to administer claims, copay and coinsurance requirements for Covered Persons enrolled in the FlexAccess program, including (i) adjusting Covered Persons' copayment amounts to the amount of the manufacturer copay assistance, (ii) applying such manufacturer assistance to reduce Covered Persons' out of pocket costs, and (3) not applying the manufacturer assistance to Covered Persons' deductibles and out of pocket maximum accumulators. Employer agrees that FlexAccess is a plan design decision of Employer and is consistent with Employer's plan design and supported by plan documents. Employer further agrees it is solely responsible for, and will hold Claim Administrator harmless for, the legal and regulatory compliance of the Plan and its plan design.

Claim Administrator will assess a program fee equal to 20% of the total shared savings. Total shared savings is calculated as follows:

The difference between Employer responsibility without the FlexAccess Program and Employer responsibility with the FlexAccess Program. The Employer responsibility with the FlexAccess Program is the cost of the drug minus: (1) the manufacturer copay assistance dollars that are allocated to the cost of the drug and (2) the member's cost share for the member enrolled in the program. The Employer responsibility without the FlexAccess Program is the cost of the drug minus the member cost share if the member was not enrolled in the program.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

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FLEXACCESS™ QUALIFIED HDHP: ☐ Yes ☒ No

Claim Administrator will assess a fee equal to 20% of program savings for administrative fees. Program savings (shared savings) will be calculated based on the manufacturer copay assistance dollars that are allocated to the cost of the drug minus the member's estimated cost share (copay or coinsurance) that would have been paid if they were not enrolled in the program.

The difference between Employer Responsibility for claims utilizing FlexAccess Qualified HDHP and not utilizing FlexAccess Qualified HDHP includes as follows:

WITH FLEXACCESS QUALIFIED HDHP: Cost of drug – amount manufacturer copay assistance used – Member out-of-pocket cost (if any) up to Deductible... Copay assistance reversed from deductible. Plan pays no portion.

WITHOUT FLEXACCESS QUALIFIED HDHP: Cost of drug – member out-of-pocket cost - Non-FlexAccess Qualified HDHP coupon... Copay assistance applied to Deductible. Plan may pay portion of claim after deductible met

Third-Party Law Firms Provisions (other than Reimbursement Services): Employer will pay no more than 35% of any recovered amount made by Claim Administrator's third-party law firm or up to 35% of any recovered amount will be deducted from the amount distributed according to established allocation processes.

Alternative Compensation Arrangements: Employer acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted Providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning Employer's payment for covered services under such Arrangements is described in the Administrative Services Agreement between the Claim Administrator and the Employer.

Virtual Visits Program: ☒ Yes ☐ No

If yes, Covered Persons would be able to obtain certain Covered Services remotely via interactive video and/or interactive audio/video (where available) capability from Virtual Visits powered by MDLIVE.

MDLIVE® is a separate company that operates and administers Virtual Visits for persons with coverage through Blue Cross and Blue Shield of Illinois. MDLIVE is solely responsible for its operations and for those of its contracted providers. MDLIVE® and the MDLIVE logo are registered trademarks of MDLIVE, Inc., and may not be used without permission.

Termination Administrative Charge

As applies to the Run-Off Period indicated in the Payment Specifications section above:

- i. **For service charges (including, but not limited to, access fees) billed on a per Covered Employee basis at the time of termination of the Administrative Services Agreement or partial termination of Covered Employees,** the Termination Administrative Charge will be the amount equal to ten percent (10%) of the annualized charges based on the service charges in effect as of the termination date or date of partial termination and the Plan participation of the two (2) months immediately preceding the termination date or date of partial termination. Such aggregate amount will be due the Claim Administrator within ten (10) days of the Claim Administrator's notification to the Employer of the Termination Administrative Charge described herein.
- ii. **For service charges (including, but not limited to, access fees) billed on a basis other than per Covered Employee at the time of termination of the Administrative Services Agreement or partial termination of Covered Employees,** the Termination Administrative Charge will be such service charges in effect at the time of termination of the Administrative Services Agreement or partial termination of Covered Employees to be applied and billed by the Claim Administrator, and paid by the Employer, in the same manner as prior to termination of the Administrative Services Agreement or partial termination of Covered Employees.

Proprietary and Confidential Information of Claim Administrator

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1. Summary of Benefits & Coverage:

- a. Will Claim Administrator create Summary of Benefits and Coverage (SBC)?

☒ Yes. Please answer question b. The SBC Addendum is attached.☐ No. If no, then skip question b and refer to the Administrative Services Agreement for further information.

- b. Will Claim Administrator distribute the (SBC) to Covered Persons?

☒ No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to Covered Persons (or hire a third party to distribute) as required by law.☐ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and distribute SBC to Covered Persons via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is one dollar and fifty cents (\$1.50) per package.**2. Massachusetts Health Care Reform Act:**

Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act? ☒ Yes ☐ No

If no: The Employer acknowledges (1) it will provide written statements and electronic reporting to the Massachusetts Department of Revenue if required by the Massachusetts Health Care Reform Act or (2) that it does not believe it is subject to the notification and reporting requirements of the Massachusetts Health Care Reform Act.

3. Alternative Care Management Program (applicable to the purchased medical management program):☒ Yes ☐ No

The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, including but not limited to Behavioral Health, and other health care management programs.

4. Prior Authorization (applicable to the purchased medical management program): Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which Prior Authorization (also called pre-notification or preauthorization) is required.**5. Essential Health Benefits ("EHB") Election:****Employer elects EHBs based on the following:**

- 1.
- ☒
- EHBs based on a Claim Administrator state benchmark:

☒ Illinois☐ Montana☐ New Mexico☐ Oklahoma☐ Texas

- 2.
- ☐
- EHBs based on benchmark of a state other than IL, MT, NM, OK and TX

If so, indicate the state's benchmark that Employer elects: ____

- 3.
- ☐
- Other EHB, as determined by Employer

In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Illinois benchmark plan.

6. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement between the parties with both such documents to be referred to collectively as the "Administrative Services Agreement" unless specified otherwise.

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7. Independent Dispute Resolution Process:

Employer authorizes and directs Claim Administrator to offer an amount not to exceed the greater of the Qualifying Payment Amount (QPA) or the amount allowed on the initial notice of payment or denial of a claim on behalf of the Employer during negotiations under the federal IDR process.

- 8. Volume-Based Discount:** The administrative charges shown in this BPA reflect a volume-based discount in an amount up to \$3 PEPM for the twelve-month period beginning on the Contract Effective Date. If any of the qualifying ancillary coverage (BlueCare Dental, Basic Life, Short-Term Disability, Long-Term Disability, Accident, Critical Illness, Hospital Indemnity and/or Vision product(s)) lapses during this twelve-month period, BCBSIL reserves the right to remove the volume-based discount attributable to the lapsed product on medical administrative fee. In such event, upon sixty (60) days prior written notice to Employer, the administrative fee payment will be adjusted to reflect the removal of the discount attributable to the lapsed product.

Additional Provisions: Renewal effective 01/01/2025 with the following changes:

Medical benefits:

BA 12: HSA increase deductible to \$1,650 Individual /\$3,300 Family

RX benefits:

Adding 90 Day at Retail ESN

Adding coverage for Weight Loss/GLP-1 Weight Management drugs with prior authorization

Adding New to Therapy NTT for both Diabetes and Weight Management

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

IL GEN ASO VBD BPA (Rev. 06.24) Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

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Signature

Crystal Schuring

Sales Representative

843

815-639-1559

District

Phone & FAX Numbers

Rick Semonis

Producer Representative

First Mid Insurance Group Agency #000608167

Producer Firm

230 SW Adams Street

Suite 100

Peoria, IL 61602

Producer Address

309-687-4735

Producer Phone & FAX Numbers

rsemonis@firstmid.com

Producer Email Address

37-1272270

Tax I.D. No.

Signature of Authorized Purchaser

Print Name

Title

Date

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

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PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until either revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

From time to time, HCSC pays indemnification or advances expenses to its directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

☐ Intentionally left blank by the Employer

Group No.: P22346, PE4337, PJ1005, PJ1009 By: _____
_____ Print Signer's Name Here
→ _____
Signature and Title

Group Name: City of Decatur

Address: #1 Gary K. Anderson Plaza

City: Decatur State: IL ZIP: 62523-1005

Dated this _____ day of _____
Month Year

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

IL GEN ASO VBD BPA (Rev. 06.24) Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

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**BlueCross BlueShield
of Illinois**

APPLICATION AND POLICY SCHEDULE FOR STOP LOSS COVERAGE

Employer Group Name: City of Decatur
Employer Group Address: #1 Gary K. Anderson Plaza
City: Decatur **State of Situs:** IL **Zip Code:** 62523
Account Number: 022346
Employer Group Number(s): P22346, PE4337, PJ1005, PJ1009
Original Effective Date of Stop Loss Policy: 01/01/2022
Current Policy Effective Date: 01/01/2025
Current Policy Period The specifications set forth in this Application are for the Policy Period commencing on 01/01/2025 and ending on 12/31/2025.

The specifications below shall become effective on the first date of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Application is superseded in whole or in part by a later executed Application.

A. Covered Employees:

Number of Single Coverage Units: 196
Number of Family Coverage Units: 355

B. Individual Stop Loss Coverage:

1. New Coverage ☐ Renewal of Existing Coverage ☒

2. Stop Loss coverage during the Current Policy Period

☐ Choose an item

Coverage for Claims incurred from _____ to _____ and Claims paid from _____ to _____.

For new coverage only, if a run-in contract as explained in the Stop Loss Policy (24/12, 18/12, or 15/12 coverage period) is purchased, claims paid by the Employer Group's prior claim administrator will be settled at the time of the annual stop loss settlement and must be reported by the Employer Group to the Company (Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) by the end of the Employer Group's Current Policy Period or stop loss coverage for these run-in claims will be forfeited.

☒ (Paid Renewal Only) Claim Administrators Claims: Claims incurred on or after the Original Effective Date of Policy and paid during the Policy Period.

3. Covered Expenses includes:

☒ Medical Claims:

☒ Claim Administrator's Provider Access Fees

☒ Prescription Drug Claims with: Prime (Preferred PBM) _____

☐ For Hospital Employer Groups only: Excludes _____% of Home Hospital Medical claims

☐ Other (for example Dental/Vision): _____.

4. Individual Stop Loss Provisions

- a. Individual Stop Loss Deductible: \$200,000
Applies per Covered Person for the Employer Group's Current Policy Period.
- b. Aggregating Specific Deductible (if applicable): \$_____
- c. Lasered Individuals with Individual Stop Loss Deductible (if applicable):
Individual identifier, alternate Individual Stop Loss Deductible:

- d. Lasered Individuals excluded from Stop Loss Coverage (if applicable):
Individual identifier:

- e. If a run-in contract (24/12, 18/12, or 15/12 coverage period) is purchased, per Item 2. above, run-in claims are covered with a maximum liability of: \$_____ per Covered Person.

5. Terminal Liability Option (TLO) (does not apply to Employer Groups with 12/15, 12/18, or 12/24 contracts):
☐ Yes ☒ No

The following applies if the answer to item above is "Yes" (Terminal Liability Option):

Must be elected at Policy inception or renewal. Premium cost is calculated by taking the average enrollment for the last two months of the Current Policy Period multiplied by three times pre-termination Individual Stop Loss rate(s). Premium is due at the time of termination, payable by lump sum within 10 days of receipt of bill. Claims will accumulate and be combined under one Individual Stop Loss Deductible specified in item B.4.a above for the Current Policy Period and Terminal Period. The Settlement for the Final Accounting Period will be described in the section of the Policy entitled SETTLEMENTS.

6. Individual Stop Loss Premium

Monthly Individual Stop Loss Premium shall be equal to the amounts obtained by multiplying the number of Covered Employees for a particular Month by:

\$268.11 Composite; or
\$_____ for each Single Coverage Unit
\$_____ for each Family Coverage Unit

C. The rates shown in this Application reflect a volume-based discount in an amount up to 3% of the Individual Stop-Loss Premium for the Policy Period. If ancillary coverage (BlueCare Dental, Basic Life, Short-Term Disability, Long-Term Disability, Accident, Critical Illness and/or Vision product(s)), the election of which triggered the volume-based discount, lapses during the Policy Period, the Company reserves the right to remove the discount on the Individual Stop-Loss Premium. In such event, the Individual Stop Loss Premium will revert to the non-discounted amount, following sixty (60) days' prior notice to the Employer Group/Policyholder.

D. Aggregate Stop Loss Coverage: Yes ☒ No ☐
If yes, complete Items 1. through 5. Below:

1. New Coverage ☐ Renewal of Existing Coverage ☒

2. Stop Loss Coverage during the current Policy Period

☐ Choose an item

Coverage for Claims incurred from _____ to _____ and Claims paid from _____ to _____.

For new coverage only, if a run-in contract as explained in the policy (24/12, 18/12, or 15/12 coverage period) is purchased, claims paid by the Employer Group's prior claim administrator will be settled at the time of the annual stop loss settlement and must be reported by the Employer Group to the Company (Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) by the end of the Employer Group's Current Policy Period or stop loss coverage for these run-in claims will be forfeited.

☒ (Paid Renewal Only) Claim Administrators Claims: Claims incurred on or after the Original Effective Date of Policy and paid during the Policy Period.

3. Covered Expenses:

- ☒ Medical Claims
☒ Claim Administrator's Provider Access Fees
☒ Prescription Drug Claims with: Prime (Preferred PBM) _____
☐ For **Hospital Employer Groups only**: Excludes _____% of Home Hospital Medical claims
☐ Other (for example Dental/Vision): _____

4. Aggregate Claim Liability

- a. Attachment Factor 125% of the Average Claim Value
b. Aggregate Claim Factors:

Group Number:	PPO			
Composite; or	\$2,078.63	\$	\$	\$
For each Single Coverage Unit	\$	\$	\$	\$
For each Family Coverage Unit	\$	\$	\$	\$

- c. Minimum Aggregate Point of Attachment: \$12,369,482

5. Terminal Liability Option (TLO) (does not apply to Employer Groups with 12/15, 12/18, or 12/24 contracts):
☐ Yes ☒ No

The following applies if the answer to item above is "Yes" (Terminal Liability Option):

Must be elected at Policy inception or renewal. Premium cost is calculated by taking the average enrollment for the last two months multiplied by three times pre-termination Aggregate Stop Loss rate(s). Premium is due at the time of termination, payable by lump sum within 10 days of receipt of bill.

The Final Settlement Point of Attachment shall equal the sum of the Employer's Aggregate Claim Liability amount for the Policy Period plus 15% of the Aggregate Claim Factor multiplied by 12, and then multiplied by the average enrollment for the last two (2) months of the Current Policy Period immediately preceding termination. Furthermore, for the Final Settlement Period, the Minimum Aggregate Point of Attachment shall be the Minimum Aggregate Point of Attachment in item C.4.c. above increased by 15%. The Settlement for the Final Accounting Period will be described in the section of the Policy entitled SETTLEMENTS.

6. Aggregate Stop Loss Premium:

- ☐ Monthly Premium

Monthly Aggregate Stop Loss Premium shall be equal to the amounts obtained by multiplying the number of Covered Employees for a particular Month by:

- \$_____ Composite; or
\$_____ for each Single Coverage Unit
\$_____ for each Family Coverage Unit

☒ Annual Premium (Due on the first day of the Current Policy Period): \$19,395

E. The rates shown in this Application reflect a volume-based discount in an amount up to 3% of the Aggregate Stop-Loss Premium for the Policy Period. If ancillary coverage (BlueCare Dental, Basic Life, Short-Term Disability, Long-Term Disability, Accident, Critical Illness and/or Vision product(s)), the election of which triggered the volume-based discount, lapses during the Policy Period, the Company reserves the right to remove the discount on the Aggregate Stop-Loss Premium. In such event, the Aggregate Stop Loss Premium will revert to the non-discounted amount, following sixty (60) days' prior notice to the Employer Group/Policyholder.

F. Additional Provisions (if elected):

1. Retirees Covered (select if included):
Pre-65: ☒ or Post-65: ☒
2. Home Hospital Employer Groups Only: Home Hospital Provider Number(s) subject to exclusion percentage per Item B.3. & C.3.: _____
3. Monthly Aggregate Accommodation: ☐ Yes ☒ No
4. Additional information: _____

Effective January 1, 2025, for new business and renewals issued under this policy, BCBSIL reserves the right to apply lasers and adjust rates for the gene therapy ingredient costs and any claims risk.

Subsequent renewals, if and when issued, will be subject to no new lasers or rate adjustments to the extent that the gene therapy ingredient cost for one or more of the gene therapies listed below is covered under the Plan administered by BCBSIL and was included in Paid Claims under the Plan. BCBSIL reserves the right to continue to laser and adjust rates for those members that were lasered in the prior policy period.

1. Hemgenix
2. Zynteglo
3. Luxturna
4. Skysona
5. Zolgensma
6. Elevidys
7. Roctavian
8. Casgevy
9. Lyfgenia
10. Lenmeldy
11. Beqvez

This provision does not obligate BCBSIL to issue a renewal of the policy. This statement remains subject to all terms and conditions of the Policy, the most current Application, and any attachments included but not limited to the proposal and renewal documents.

To the extent consistent with the terms of the Plan, "Gene therapy ingredient" is defined as the genetic, cellular, viral or other organic or inorganic materials administered to affect the condition for which they are prescribed.

Fraud Notice: Any person who knowingly, with intent to injure, defraud or deceive any insurance company submits an application containing any false, incomplete, or misleading information, may be subject to prosecution and may be found guilty of a felony under state law and subject to punishment, including fines and/or imprisonment. Submission of false information in connection with this application may also constitute a crime under federal laws. All appropriate legal remedies will be pursued in the event of insurance fraud, including prosecution under Federal Mail or Wire Fraud statutes, and/ or the

Federal Racketeer Influenced and Corrupt Organizations Act. Any false statements made herein may be reported to state and federal tax and regulatory authorities as is appropriate.

The undersigned person represents that he/she is authorized and responsible for purchasing Stop Loss Coverage on behalf of the Employer Group. It is understood that the actual terms and conditions of coverage are those contained in this Application and the Stop Loss Coverage Policy into which this Application shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer Group. Upon acceptance of this Application and issuance of the Stop Loss Coverage Policy, the Employer Group shall be referred to as the "Policyholder".

Crystal Schuring
Sales Representative

Signature of Authorized Purchaser

Title of Authorized Purchaser

Date

PBM Fee Schedule Addendum to the Benefit Program Application

City of Decatur			
Term:	01/01/2025-12/31/2025	Employees:	551
Guaranteed Traditional Aggregate Pricing Arrangement C*			
Traditional Select Network and Balanced Drug List			
RETAIL			
Brand	Generic		
AWP minus	AWP minus		
19.40%	83.40%		
DISPENSING FEE			
Brand	Generic		
\$0.75	\$0.75		
MAIL			
Brand	Generic		
AWP minus	AWP minus		
23.65%	85.85%		
DISPENSING FEE:	\$0.00		
EXTENDED SUPPLY NETWORK ("ESN") (if Applicable)			
Brand	Generic		
AWP minus	AWP minus		
22.65%	85.85%		
DISPENSING FEE:	\$0.00		
Aggregate Specialty Discount			
Pricing based on Employer's use of the Prime Specialty network		AWP minus: 21.15%	
DISPENSING FEE:		\$0.00	
Rebate Credits to Employer:			
PEPM Rebate Credits to Employer:		(\$128.45)	
Employer Administration Fees:			
PBM Administration Fees PEPM:		\$0.00	

Additional Provisions:

¹ Employer will be billed for retail brand and retail generic prescriptions, mail brand and mail generic prescriptions, ESN brand and ESN generic, and Specialty pharmacy claims (excluding compound prescriptions) based on the lesser of (a) U&C or (b) PBM's adjudication rate schedule(s) that is/are intended to achieve, on an aggregate calendar-year basis, the AWP discounts and Dispensing Fees shown above for all of Claim Administrator's group customers that have purchased the above specific pricing arrangement ("Groups with the Pricing Arrangement") and use the above Network (the "Employer's Contract Rates").

For purposes of setting Employer's Contract Rates and calculating whether the AWP discounts and Dispensing Fees have been achieved:

- a. Brand drugs are defined as all drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".
- b. Generic drugs are defined as all drugs available in sufficient supply that have a Medi-Span multisource code field equal to "Y".

Employer acknowledges and agrees that Employer's Contract Rates may vary based on market influences and as necessary to achieve the AWP discounts and Dispensing Fees shown above, on an aggregate calendar year basis, for Groups with the Pricing Arrangement that use the above Network. However, such variation for Brand products in each of the Retail, Mail, and ESN categories (on an aggregate annual basis) may only vary by +/-3% from the applicable AWP discount shown above.

Employer will be billed the above Dispensing Fee (such Fee may be included in the amount billed to Employer) unless the Employer is billed based on the U&C price. If the Employer is billed based on the U&C price, then the Dispensing Fee is included in such U&C price.

Employer will be billed for Compound Drug claims based on the applicable discounted rate in the Network Contract.

Employer will be billed for Foreign Claims based on an amount equal to the amount billed by the pharmacy.

Employer will be billed for out-of-network claims based on the pricing set forth in the Administrative Services Agreement and/or PBM Exhibit, as applicable.

If the AWP discounts and Dispensing Fees shown above are not achieved for a particular calendar year, for Groups with the Pricing Arrangement that use the above Network, then Employer will be credited, no later than 120 days after the end of each calendar year during the Term, an amount calculated as follows:

- First, the total aggregate shortfall dollar amount for the calendar year for Groups with the Pricing Arrangement that use the above Network will be calculated by comparing the actual performance of each of the above categories (Retail, Mail, ESN, and Specialty) with the corresponding AWP discounts and Dispensing Fees shown above for each category. The amount of any performance in any category that exceeds the above AWP discounts and Dispensing Fees will be used to offset any and all shortfall(s) in any or all categories. The above aggregate shortfall, if any, is then divided by total claims for Groups with the Pricing Arrangement that use the above Network, and did not terminate their Addendum prior to their anniversary date, for the calendar year ("Per Claim Amount"). Then the Per Claim Amount will be multiplied by Employer's total claims for that calendar year to calculate the reconciliation credit. However, if Employer terminates this Addendum prior to its anniversary date and the above Guaranteed Traditional Aggregate Pricing Arrangement is not achieved, then Employer will not be eligible to receive such credit.
- For purposes of determining if a shortfall exists, claims billed to Employer based on the U&C price will be considered to have \$0.00 Dispensing Fees.
- Compound Drug claims, Foreign Claims, reversed claims, long term care (LTC) home infusion pharmacy, veterans affairs pharmacy, Indian/tribal/urban pharmacy, 340B, Medicare/Medicaid, member submitted, coordination of benefits (COB), subrogation, paper, invalid, usual and customary (U&C) claims, Covid related claims, Direct Member Submitted, and out-of-network claims are excluded from the calculation of whether the AWP discounts and Dispensing Fees shown.
- Non-specialty discount and dispensing fees also exclude specialty (as defined by the BCBS specialty drug pricing file).
- If the AWP discounts and Dispensing Fees shown above are exceeded for Groups with the Pricing Arrangement that use the above Network, then Employer will not receive any credit, and there will not be a year-end settlement.
- Under the Guaranteed Traditional Aggregate Pricing Arrangement any particular group customer's experience relative to the pricing guarantees will not determine its eligibility for a credit. Group customer's eligibility for a credit is determined based on the aggregate experience of all group customers that have purchased the Pricing Arrangement and use the above Network. As such, an individual group customer may have experience that does not meet, or exceeds, the AWP discounts and Dispensing Fees shown above. In addition, when there is a reconciliation credit, it is allocated in a manner described above and not based on any particular group's experience (other than number of claims).

- MedsYourWay program claims will be included in calculation of the discount and Dispensing Fee pricing guarantees. MedsYourWay is the embedded drug discount card comparison program utilized where available and applicable to Employer, Network Pharmacy, and the Covered Drug

PBM uses Medi-Span as the pricing source to establish AWP, for purposes of calculating whether the above AWP discounts have been achieved.

Members' cost share is the applicable copayment, deductible, and/or coinsurance, which coinsurance is calculated based on the Employer's Contract Rate or the applicable out-of-network pricing. Zero balance logic is not employed.

AWP discounts are based on the actual NDC-11 dispensed.

AWP discounts do not include savings from drug utilization review or other clinical or medical management programs.

The above Guaranteed Traditional Aggregate Pricing Arrangement, Rebate Credits and Administrative Fees may be subject to change if the Employer's claims include 340B pricing.

In addition to the rights of the parties under the PBM Exhibit, if changes occur within the pharmacy benefit management marketplace which lead to a significant deviation from the current economic environment, both parties agree to engage in good faith negotiations to amend this Addendum to make impact on both parties commercially reasonably economically neutral. If the parties cannot agree on the terms of the amendment, either party shall be allowed to (a) proceed to dispute resolution, as set forth in the Administrative Services Agreement or (b) terminate this Addendum with 90 days' prior written notice to the other party. Failure to reach agreement on the amendment shall not be a breach of contract.

The above Guaranteed Traditional Aggregate Pricing Arrangement, Rebate Credits and Administrative Fees are based on the Network and Drug List shown above.

Unless otherwise specified in this Addendum, capitalized terms used in this Addendum shall have the meanings set forth in the Administrative Services Agreement or the PBM Exhibit, as applicable.

* Employer Payments to Claim Administrator for Covered Services provided by Network Participants are calculated based on the pricing terms set forth in this Addendum which shall remain in effect for the term of this Addendum to the extent described in the Administrative Services Agreement. Such pricing may or may not equal the amounts actually paid to the Network Participants or received from drug manufacturers (e.g., rebates), or the amounts paid or received between Claim Administrator and the PBM. As a result, the PBM or Claim Administrator may realize positive margin on prescriptions filled at retail, mail order, ESN or specialty pharmacies or prescription drug rebates. Employer acknowledges that it has negotiated for the specific traditional pricing terms set forth in this Addendum, and that it and its group health plan have no right to, or legal interest in, any portion of any positive margin retained by Claim Administrator or PBM and consents to Claim Administrator's and PBM's retention of all such amounts.

Signature of Authorized Purchaser

Print Name

Title

Date



AMENDMENT TWO TO THE ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT to the Administrative Services Agreement is effective as of January 1, 2025, and is attached to and made part of the Administrative Services Agreement by and between **Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company** (hereinafter referred to as the "Claim Administrator"), and **CITY OF DECATUR** (hereinafter referred to as the "Employer"), WITNESSETH AS FOLLOWS:

WHEREAS, the Claim Administrator and the Employer have entered into an Administrative Services Agreement (hereinafter referred to as the "Agreement") which was effective January 1, 2023,

WHEREAS, the Parties desire to amend the Agreement as described herein;

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Claim Administrator hereby agree to amend the Agreement as follows:

1. **Section 4.12 "Transparency and Surprise Billing Procedures", b. 1. "Qualifying Payment Amount"** is deleted in its entirety and replaced with the following:

- "1. **Qualifying Payment Amount.** As it pertains to Employer's self-funded plans, Employer acknowledges that NSA requires, among other things, that member cost-share for certain items and services the Plan covers are calculated based on the lesser of the Provider's billed charge or the NSA's "Qualifying Payment Amount" ("QPA"). Up and until October 31, 2024, with respect to the calculation of QPA, Employer elects to use and adopts the QPA calculated by Claim Administrator based on Claim Administrator's self-funded business. Employer acknowledges litigation is pending over various regulatory provisions that govern QPA. The referenced litigation (or agency rulemaking or guidance related to the litigation) could require changes to how QPA is calculated for Employers' self-funded plans. Pursuant to Claim Administrator's understanding of previous agency guidance, Claim Administrator calculates QPA for self-funded plans based on all of Claim Administrator's self-funded business, i.e., QPAs are not calculated specific to each Employer's self-funded plan(s). It may be infeasible or impracticable for Claim Administrator to make certain changes to how such calculations are made, maintained, and/or used in processing Claims for Employer's Plans on or after November 1, 2024. To illustrate, such limitations could include, but are not limited to, the following: Claim Administrator does not have access to contracts or contracted rates of other claim administrators; and Claim Administrator's current capabilities and the fees and expenses charged to Employer herein do not support calculating, maintaining, and/or processing Claims with Employer- or Plan-specific QPA calculations. If the litigation (or agency rulemaking or guidance related to the litigation) requires changes to how QPAs are calculated for self-funded plans, and Claim Administrator agrees such changes to QPA calculations are practicable and feasible for Claim Administrator to make, maintain, and use in processing Claims, and Claim Administrator opts not charge additional fees or expenses for any such changes, Claim

Administrator may institute such changes to calculation of QPA without further notice; otherwise, the Parties shall mutually agree in writing whether and how Claim Administrator shall calculate QPA for Claims beginning on or after November 1, 2024."

2. **Section 7 "DEFINITIONS", 7.8 "Claim Payment"** is amended by adding the following sentence at the end of the current language:

"The term "Claim Payment" also can include payments for services to Employer's Vendor(s) or Claim Administrator's subcontractors."

3. **Section 7 "DEFINITIONS", 7.27 "Net Claim Payment"** is amended by adding the following sentence at the end of the current language:

"The term "Net Claim Payment" also can include payments for services to Employer's Vendor(s) or Claim Administrator's subcontractors."

4. **EXHIBIT 1 – CLAIM ADMINISTRATOR SERVICES, "THE FOLLOWING IF ELECTED ON THE MOST CURRENT BPA," "FLEXACCESS"** is amended by replacing the first sentence of the paragraph with the following:

"Claim Administrator or its designee(s) will proactively enroll Covered Persons into a program designed to lower prescription drug costs through manufacturer copay assistance programs."

5. **EXHIBIT 1 – CLAIM ADMINISTRATOR SERVICES, "THE FOLLOWING IF ELECTED ON THE MOST CURRENT BPA," "GENE THERAPY SOLUTION: CELL AND GENE NAVIGATION & GENE OUTCOMES"** is added and should read as follows:

"GENE THERAPY SOLUTION: CELL AND GENE NAVIGATION & GENE OUTCOMES"

Provide (1) the mutually agreed upon member navigation services for Covered Persons who are eligible to receive gene and cellular therapy services to assist such Covered Persons with obtaining services at a participating Provider, and (2) access to payments resulting from outcome-based agreements held, directly or indirectly, with Manufacturers of gene and cellular therapy drugs. Claim Administrator may receive payments in the event that select gene or cellular therapy treatments fail to meet the outcome-based metrics set forth in the outcome-based agreement with the Manufacturer. Claim Administrator will pay Employer the agreed upon percentage of the outcome based payment set forth in the BPA of the outcome based payment received by Claim Administrator. Notwithstanding the foregoing, the Employer will not be eligible to receive any payments received from outcome-based agreements after final settlement, following the termination of this Agreement and the completion of any applicable Run-Off period."

6. **EXHIBIT 2 – FEE SCHEDULE AND FINANCIAL TERMS, Section 3 "COMPENSATION TO CLAIM ADMINISTRATOR"** is amended by adding the following **Section 3.8 "Shared Savings Programs"**:

"3.8 Shared Savings Programs. Claim Administrator may offer programs that include compensation to the Claim Administrator based on shared savings as may be described in the most recent BPA or in another mutually agreed writing between the Parties. In general, these "Shared Savings Programs" measure savings as reductions in expected or actual Claims costs by reason of the Employer's adoption of the program. Employer acknowledges and agrees that Claim Administrator does not act as a fiduciary under ERISA when engaging in activities related to Shared Savings Programs under this Section because such activities do not constitute an exercise of discretion or control over Plan assets or Plan administration."

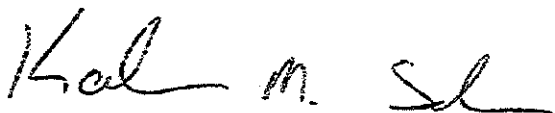
7. **EXHIBIT 3 – NOTICES/REQUIRED DISCLOSURES, Section 2.3 “Physician Ratings and Rankings”** is amended by replacing the first sentence of the paragraph with the following:
- “Employer acknowledges that Claim Administrator may, in accordance with and subject to all applicable laws and regulations, utilize nationally recognized standards and guidelines to rate and rank certain Physicians, classify certain Physicians into tiers, and may publish and make available to Employer and Covered Persons certain Physician-specific information that includes, and is not limited to, ratings, rankings, tiers, and other comparisons of a Physician's performance against certain standards, measures and other physicians, and that Claim Administrator may publish and/or share such information with Employer, Covered Persons and other third parties.”
8. **EXHIBIT 3 – NOTICES/REQUIRED DISCLOSURES, Section 7 “MEDICARE SECONDARY PAYER INFORMATION REPORTING”** is amended by adding the following **Section 7.5**:
- “7.5** Employer acknowledges that Employer shall be responsible for any Civil Money Penalties (“CMP”) imposed against Claim Administrator as a result of Employer's failure to promptly notify Claim Administrator of any change in the number of individuals employed by Employer or status of its Employees that might affect the order of payment under the MSP statute.”
9. **EXHIBIT 7 – PHARMACY BENEFIT MANAGEMENT SERVICES, Section 6. g. “Audits”** is deleted in its entirety and replaced with the following:
- “g. Audits:** In addition to the audit rights available pursuant to Section 2.11 of the Agreement or as otherwise required by law, Employer may request that Claim Administrator inspect and/or audit Prime's records, pursuant to the terms and conditions of the agreement between Claim Administrator and Prime, as they relate to the Claims under the Agreement. Subject to the audit terms pursuant to Section 2.11 of the Agreement or as otherwise required by law, Employer may also audit Prime's records as they relate to the aforementioned Claims by coordinating such audit through Claim Administrator and executing an audit agreement with Prime as a party. Audits will be performed during normal business hours and are subject to providing Claim Administrator and Prime with reasonable advance written notice. Prime will make available records, as they relate to the Claims, unless Prime is legally or otherwise contractually prohibited from doing so. No material shall be copied or removed from Claim Administrator or Prime without prior written approval by Prime or Claim Administrator as applicable. Employer will bear its own cost and expenses for all such audits.”
10. **EXHIBIT 7 – PHARMACY BENEFIT MANAGEMENT SERVICES, Section 9 “Termination”, subsection e.** is deleted in its entirety and replaced with the following:
- “e.** By Claim Administrator pursuant to Ex. 2 Section 7.1, upon Employer's failure to pay all amounts due under the Agreement or this Exhibit including, but not limited to, all amounts pursuant to and in accordance with the specifications of the Fee Schedule of the most current ASO BPA and BPA Addendum.”
11. **EXHIBIT 7 – PHARMACY BENEFIT MANAGEMENT SERVICES, Section 11 “DEFINITIONS”, 35. “Specialty Drugs”** is amended by replacing the last sentence of the paragraph with the following:
- “The list of Specialty Drugs is determined by Prime or Claim Administrator, may be further defined in the BPA Addendum, and subject to change.”

Except as herein modified and amended, the provisions, conditions and terms of the Agreement shall remain full force and effect. By executing this Amendment, the Parties hereby consent to all of the terms and conditions herein and in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date and year specified below.

**BLUE CROSS AND BLUE SHIELD OF ILLINOIS,
a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company**

CITY OF DECATUR ("EMPLOYER")



By:

Title: Divisional SVP and Chief Underwriter

Date: Effective Date of Coverage noted above

By: _____

Title: _____

Date: _____

DATE: 11/4/2024

MEMO:

TO: Mayor Moore Wolfe and Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT:
Resolution Authorizing an Amendment to the Redevelopment Agreement between the City of Decatur and Tillamook Illinois, LLC

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
TCCA-RDA Amendment	Backup Material
TCCA-RDA Signed	Backup Material
Fence Drawing	Exhibit

MEMO

DATE: November 4, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing Amendment to the Tillamook Redevelopment Agreement

RECOMMENDATION: It is recommended by staff that this amendment to the Tillamook Illinois LLC RDA, providing additional incentives, be approved.

BACKGROUND: The City of Decatur approved a redevelopment agreement with Tillamook in 2023 for their first ice cream plant outside of the state of Oregon. In the redevelopment agreement Tillamook committed to spending \$50-million dollars for their building renovations and campus demolitions and cleanup. In return for their significant investment in this blighted area, the city agreed to reimburse them for the demolition of the pay for the demolition of 805 N. Morgan St. (former McClelland grocery building). This reimbursement provided by the City was approximately \$400,000.00 as an eligible TIF expense. Additionally, the City agreed to vacate public ROWs no longer needed so they could secure their campus, after they acquired numerous properties in this area.

Their costs to remodel the former Prairie Farms facility have far outpaced their expected costs and were projected to exceed \$74-million dollars. Due to value-engineering, and some phased plans, their initial capital investment to get the plant back into operation is now expected at \$66-million dollars; their investment in Decatur continues to grow.

This proposed amendment provides two additional investments for this project. The first would be a reimbursement of expense for Tillamook to put a matching decorative fence along their west and northern property lines (along MLK and Marrietta ROWs) that would match the fencing along the westside of MLK along Crossing Health Care. This expense is expected to be between \$100,000-150,000. This cost would be paid out of the Near North TIF. A map of proposed fence location and picture of type of fence is attached for reference.

The second incentive provided for in this amendment is a building permit fee cap and reimbursement for those permit related fees above \$100,000. The additional investment by Tillamook means their permit fees without relief would exceed \$300,000.

STAFF REFERENCE: For any questions, City Council may contact City Manager Tim Gleason or Deputy City Manager Jon Kindseth.

RESOLUTION NO. R2024 _____

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE REDEVELOPMENT
AGREEMENT BETWEEN CITY OF DECATUR & TILLAMOOK ILLINOIS, LLC**

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

Section 1. That the Amendment to the Agreement presented to the Council herewith, be,
and the same is hereby, received, placed on file, and approved.

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

PRESENTED AND ADOPTED this 4th day of November, 2024.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

AMENDMENT

THIS AMENDMENT (“Amendment”) is made and entered into as of the _____ date of November 2024, by and between the City of Decatur, Illinois, an Illinois municipal corporation (“City”) and Tillamook Illinois, LLC, an Oregon limited liability company with primary location in Tillamook, Oregon, U.S.A. (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, City and Developer entered into a Development Agreement (“Agreement”) on March 29, 2023, relating to a Development Project in the City (“Project”); and,

WHEREAS, the Agreement provided certain incentives for Developer by the City based on certain performances by Developer; and,

WHEREAS, the Developer has begun development pursuant to the terms of the Agreement but seeks to amend the Agreement; and,

WHEREAS, the City believes the amendments to the Agreement are reasonable and necessary for the Project; and,

WHEREAS, the City and Developer desire to set forth the terms and conditions related to amendments to the Agreement as more particularly described herein; and,

WHEREAS, City and Developer desire and agree that all other terms set forth in the Agreement shall remain in full force and effect.

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

1. A portion of the preambles is hereby amended to provide,

“...

the cost of the Project is estimated to be no less than \$66,000,000.00 revised from the previous commitment of \$50,000,000.00

....”

2. Certain portions of ARTICLE IV are hereby amended to provide,

4.4 Public Infrastructure

The City will assist Developer with necessary and required public rights of way vacations for approved expansions of the Project in the Development Area so long as the vacations do not impact required public access. Additionally, the City agrees to reimburse Developer for those portions of the decorative fencing undertaken along N. Martin Luther King Jr. Dr. and along E. Marietta St. right of ways in an amount not to exceed \$150,000.00 (One Hundred Fifty Thousand Dollars).

4.6 Permit Fees Reimbursement

It is estimated this project, as revised with the increased Developer investment, has paid or would pay plan review and permit fees estimated be more than \$220,000.00. The city agrees to cap or reimburse all permit related fees paid in 2023 and 2024 paid in excess of \$100,000.00 (One Hundred Thousand Dollars.)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their respective corporate names by their respective officers duly authorized and their respective corporate seals to be affixed and attested by their respective officers having the day and year first above written.

CITY OF DECATUR, ILLINOIS,

a Municipal Corporation

BY: _____

ATTEST:

City Clerk

Tillamook Illinois, LLC

BY: _____

ATTEST:

THIS CITY OF DECATUR/TILLAMOOK ILLINOIS, LLC DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the 29th day of March, 2023, by and between the City of Decatur, Illinois, an Illinois home rule municipal corporation, (hereinafter referred to as the "City") and Tillamook Illinois, LLC, an Oregon limited liability company with primary location in Tillamook, Oregon, U.S.A. (hereinafter referred to as the "Developer").

RECITALS

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

WHEREAS, the Developer wishes to substantially develop and improve a portion of property Developer owns located in the Development Area for the Project (as defined herein) for use of the same as an ice cream production and regional distribution facility, thereby contributing to the economic development of the City, increasing the tax base thereby reducing unemployment and creating or retaining job opportunities within the City and serving to further and maintain the development of adjacent areas, and the City is willing to enter into a redevelopment agreement with the Developer to assure that said development and improvements occur; and,

WHEREAS, there exists certain property located in the Development Area and owned by Developer that is currently undeveloped and has been for a period in excess of one (1) year; and,

WHEREAS, the Developer has requested that the City provide an incentive to Developer by assisting in the demolition of a structure(s) in the Development Area, located at 805 N. Morgan, Decatur, Illinois owned by Developer and necessary for the Project; and,

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

WHEREAS, the cost of the Project (including land acquisition, soft costs and ongoing improvements) is estimated to be no less than \$50,000,000 Dollars; and,

WHEREAS, the Project is projected to employ approximately 45 full time persons; and,

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

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

ARTICLE I: DEFINITIONS

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

"Project" means the design, renovation, improvement, and opening of a manufacturing facility and, at Developer's option, a regional distribution facility to be constructed, owned and operated by the Developer, each within the Development Area.

"Public Investment" means the costs actually incurred by the City for demolition costs for the Project as set forth in Article IV of this Agreement.

"Development Area" means the properties and parcels owned by Developer or an affiliate of Developer in Decatur, IL in the area generally located in and described as north of East Wabash, east of N. Martin Luther King Jr. Dr., south of E. Marietta St., and west of the CN Railroad tracks, subject to change in accordance with Section 3.3 below.

"Substantial Completion or Substantially Complete" means complete renovation of the shell and core, with finished interiors of common areas to the point of qualification for the issuance of certificates of occupancy pursuant to codes of the City, except for minor and ancillary alterations or additional work (including, without limitation, typical punch list items), and shall include complete construction of the shell and core with respect to any new structures erected by Developer as part of the Project, it being understood that, notwithstanding anything to the contrary in this Agreement, Developer's initial plan for the Project is limited to the improvement and renovation of structures existing in the Development Area as of the date of this Agreement.

ARTICLE II: DEVELOPMENT OF THE PROJECT

2.1 Development of the Project.

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

2.2 Commencement and Completion Requirements.

2.2.1 Completion.

The Developer shall Substantially Complete the Project within three (3) years from the date of this Agreement or other mutually agreeable date.

2.2.3 Delay – rendezvous clause.

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

2.3 Certificate of Completion.

Promptly after Substantial Completion of the Project or any phase thereof and upon request of the Developer, the City will execute, and deliver to the Developer a certificate of completion. Said instrument of certification by the City shall be (and it shall be so provided

in the certification itself) a conclusive determination of satisfaction with respect to the obligations of the Developer and its successors and assigns that the Project has been Substantially Complete in accordance with the provisions of this Agreement.

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

All work with respect to the Project, including demolition, shall conform to Applicable Law including, but not limited to, design standards, environmental codes, life safety codes and prevailing wage laws. The Developer shall cause the Project to be commenced and to be prosecuted with due diligence and in good faith in accordance with the terms of this Agreement, and without undue delay and shall cause the Project to be performed in a good and workmanlike manner in accordance with the approved plans for the Project.

2.5 Rights of Inspection.

During improvement of the Project, the City or its designee shall have the right at any time and from time to time to enter upon the Project for the purposes of inspection upon reasonable prior notice to Developer. In no event will City's exercise of its inspection rights unreasonably interfere with Developer's completion of the Project.

2.6 Enterprise Zone and Related Benefits.

Developer shall apply for Enterprise Zone benefits through the Economic Development Corporation of Decatur and Macon County seeking property tax abatement on the incremental increase in property taxes generated by the Project and a waiver of State and local sales taxes on the purchase of those eligible materials used in the Project as permitted by Applicable Law. Further, Developer may apply for any other available local, State or Federal tax incentives in connection with the Project including, without limitation, New Markets Tax Credit.

ARTICLE III: CITY Obligations

3.1 Public Investment.

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

3.2 Zoning.

It is contemplated by the City and the Developer that the Project shall have a zoning classification which will permit the use of the Project as intended by this Agreement. City will use reasonable efforts, in accordance with Applicable Laws, to assist Developer in

connection with any required re-zoning or variances to permit the improvement, renovation and operation of the Project, and will provide timely review and comment of permit applications for the Project.

3.3 Additional Parcels.

It is contemplated by the City and the Developer that the Developer will attempt to acquire additional parcels adjacent to the Development Area (the "Additional Parcels"). The City will use commercially reasonable efforts to (i) assist in Developer's efforts to obtain the Additional Parcels, including, without limitation, facilitating communications between Developer and the owners of such Additional Parcels, and (ii) beautify other parcels adjacent to the Development Area to enhance the aesthetic quality of the Project and the Development Area. If Developer acquires title to any Additional Parcels, such Additional Parcels will be considered part of the Development Area for all purposes under this Agreement. City may, but will not be required, to expend additional funds in furtherance of its efforts under this Section 3.3.

ARTICLE IV: PUBLIC INVESTMENT

4.1 Public Investment.

The City will provide assistance for the demolition of the structure(s) located at 805 N. Morgan St., Decatur, IL (the "Structure") through reimbursement to Developer for the reasonable and actual incurred cost of demolition of the Structure or, in the alternative, the actual demolition of the Structure by the City. The obligation of the City for this public investment shall terminate and cease to be an obligation of the City if Developer has not demolished the Structure and requested reimbursement from the City within twenty-four (24) months of the date of this Agreement or, in the alternative, has not, within twenty-four (24) months of the date of this Agreement, requested the City to demolish the structure.

4.2 Reimbursement Conditions.

The obligation for the reimbursement to Developer for expenses described in Section 4.1 above as part of the Project shall not be incurred until the final inspection and approval of the demolition by the City. Following final inspection and approval of the demolition by the City and upon proof of payment of the demolition costs by Developer, City shall reimburse Developer within sixty (60) days of request by Developer to City for such reimbursement.

4.3 Demolition by City.

In the alternative to reimbursement of demolition costs incurred by Developer as set forth in Section 4.2 above, upon substantial completion of the Project by Developer and upon written request to the City, the City shall cause the demolition of the structure(s) located at 805 N. Morgan.

4.4 Public Infrastructure.

The City will assist Developer with necessary and required public rights of way vacations for approved expansions of the Project in the Development Area so long as the vacations do not impact required public access.

4.5 Energy Related Assistance.

The City will assist Developer in seeking and developing energy efficiencies and energy related tax advantages where available.

ARTICLE V: DEVELOPER COVENANTS AND RESTRICTIONS

5.1 Project Subject to Development Agreement.

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

5.2 Non-discrimination.

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

5.3 Property Taxes.

Developer acknowledges that the City in executing this Agreement has relied upon its reasonable expectation that the renovation, improvement and operation of the Project will increase the amount of real property taxes with respect to the Project and the Development Area.

ARTICLE VI: INDEMNIFICATION

6.1 Developer Indemnification of the City.

So long as the Developer maintains a direct interest in the Project or Development Area or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee) and notwithstanding anything to the contrary in this Agreement, the Developer agrees to indemnify, defend and save the City, its officers, employees, Council members, Mayor, agents and representatives and each of their successors and assigns harmless from and against any and all claims, liabilities, demands, suits, administrative proceedings, causes of action, costs, damages (excluding consequential, punitive, special and similar

type damages), personal injuries and property damages, losses, attorney's fees and costs of litigation and other expenses, both known and unknown, present and future, at law or in equity by or on behalf of any person, firm or corporation arising from (i) the Developer's operation or management of the Project, or from any work or thing done by the Developer in the Development Area, or any work or activity of the Developer connected to the construction of the Project; (ii) any breach or default on the part of the Developer in the performance of any of its obligations, terms, conditions, representations or warranties under or in respect of this Agreement; (iii) any act of negligence or willful or wanton misconduct of the Developer or any of its agents, contractors, servants or employees related to the construction or operation of the Project; (iv) any violation by the Developer of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Development Area or the Project; (v) any violation of Applicable Law related to the Project, or (vi) any violation by the Developer of state or federal securities law in connection with the offer and sale of interests in the Developer, its affiliates or any part of the Project. Subject to the foregoing, the Developer agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Developer, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Developer shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses, provided that City tenders defense of any claim made against City which is subject to Developer's indemnity to Developer in sufficient time to avoid prejudice to Developer for handling by counsel of Developer's selection and reasonably acceptable to City. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City. It is agreed and understood that the aforesaid indemnities in this Article shall be binding on the Developer only for such period as the Developer maintains a direct interest in the Project or Development Area or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project or Development Area or part thereof. Provided, notwithstanding the foregoing, the Developer shall not be liable to indemnify and hold the City harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees or the acts of any unrelated third party.

6.2 City Indemnification of the Developer.

To the extent not prohibited by law, the City, so long as the Developer maintains a direct interest in the Project or Development Area or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), shall indemnify and hold harmless the Developer and its directors, officers, employees and agents from any and all claims, damages (excluding consequential, punitive, special and similar type damages), costs, and

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

ARTICLE VII: DEFAULT AND REMEDIES

7.1 Events of Default.

The following shall be events of default (each, an "Event of Default") with respect to this Agreement:

7.1.1 Misrepresentation.

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

7.1.2 Breach.

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

7.2 Remedies Upon Default.

In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such

notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period, provided that the defaulting party commences to cure such default within such 60-day period and thereafter diligently pursues completion of the same). If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Event of Default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

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

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

7.3.1 No Waiver by Delay.

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

7.3.2 Rights and Remedies Cumulative.

The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party

with respect to the performance, nor the manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

7.3.3 Delay in Performance.

For the purposes of any of the provisions of this Agreement, neither the City, nor the Developer, shall be considered in breach of, or in default of, its obligations with respect to the beginning and completion of improvement work or other construction or renovation work of the Project, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, application of Applicable Laws, acts of the federal or state judiciary, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Developer with respect to the beginning and completion of the improvement of the Project or the demolition of structure(s) shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto. Nothing in this Section will excuse payment by City or Developer of any amounts owing under this Agreement.

ARTICLE VIII: EQUAL EMPLOYMENT OPPORTUNITY

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

8.1 Nondiscrimination.

The Developer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, creed, disability, age or national origin. The

Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

8.2 Advertising.

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

ARTICLE IX: REPRESENTATIONS OF THE DEVELOPER

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

9.1 Organization.

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

9.2 Authorization.

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

9.3 Non-Conflict or Breach.

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

9.4 Pending Lawsuits.

To the knowledge of the Developer (which for all purposes hereunder shall mean the actual, present knowledge of Mike Bever, without independent inquiry or investigation), there are no lawsuits either pending or threatened that would materially, adversely affect the ability of the Developer to proceed with the improvement and development of the Project in the Development Area.

9.5 Location of Project.

The Project will be located within the Development Area.

9.6 Conformance with Requirements.

The Developer represents and warrants that the improvement of the Project will in all respects conform to and comply with all covenants, conditions, restrictions, zoning ordinances, environmental regulations and land use regulations affecting the Project and Development Area.

ARTICLE X: REPRESENTATIONS OF THE CITY

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

10.1 Organization and Authorization.

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

10.2 Non-Conflict or Breach.

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

10.3 Pending Lawsuits.

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

ARTICLE XI: MISCELLANEOUS

11.1 Authorized Representatives.

11.1.1 Developer.

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

11.1.2 City.

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

11.2 Limited Liability to Others.

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

11.3 Binding Upon Successors in Interest.

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

11.4 Titles of Paragraphs.

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

11.5 Notices.

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

the City:

with copies to:

City Clerk

City Manager

One Gary K. Anderson Plaza

One Gary K. Anderson Plaza

Decatur, IL 62523

Decatur, IL 62523

the Developer:

Tillamook Illinois, LLC

c/o Tillamook County Creamery Association

4185 Highway 101 North

Tillamook, OR 97141

Attn: Mike Bever

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

11.6 Further Assistance and Corrective Instruments.

The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto

and such further instruments as may reasonably be required by the parties hereto for carrying out the intention of or facilitating the performance of this Agreement.

11.7 No Joint Venture, Agency, or Partnership Created.

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

ARTICLE XII: TERMS OF THE AGREEMENT

12.1 Entire Agreement.

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

12.2 Severability.

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

12.3 Execution.

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

12.4 Laws.

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

12.5 Language.

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

12.6 Headings.

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

12.7 Legal Authority.

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

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

CITY OF DECATUR
an Illinois municipal corporation

TILLAMOOK ILLINOIS, LLC,
an Oregon limited liability company

By: Julie Moore Wolfe
Julie Moore Wolfe
Mayor of Decatur

Attest:

By: Kim Althoff
Kim Althoff
City Clerk

By: TILLAMOOK COUNTY CREAMERY
ASSOCIATION, an Oregon cooperative
corporation, its Manager

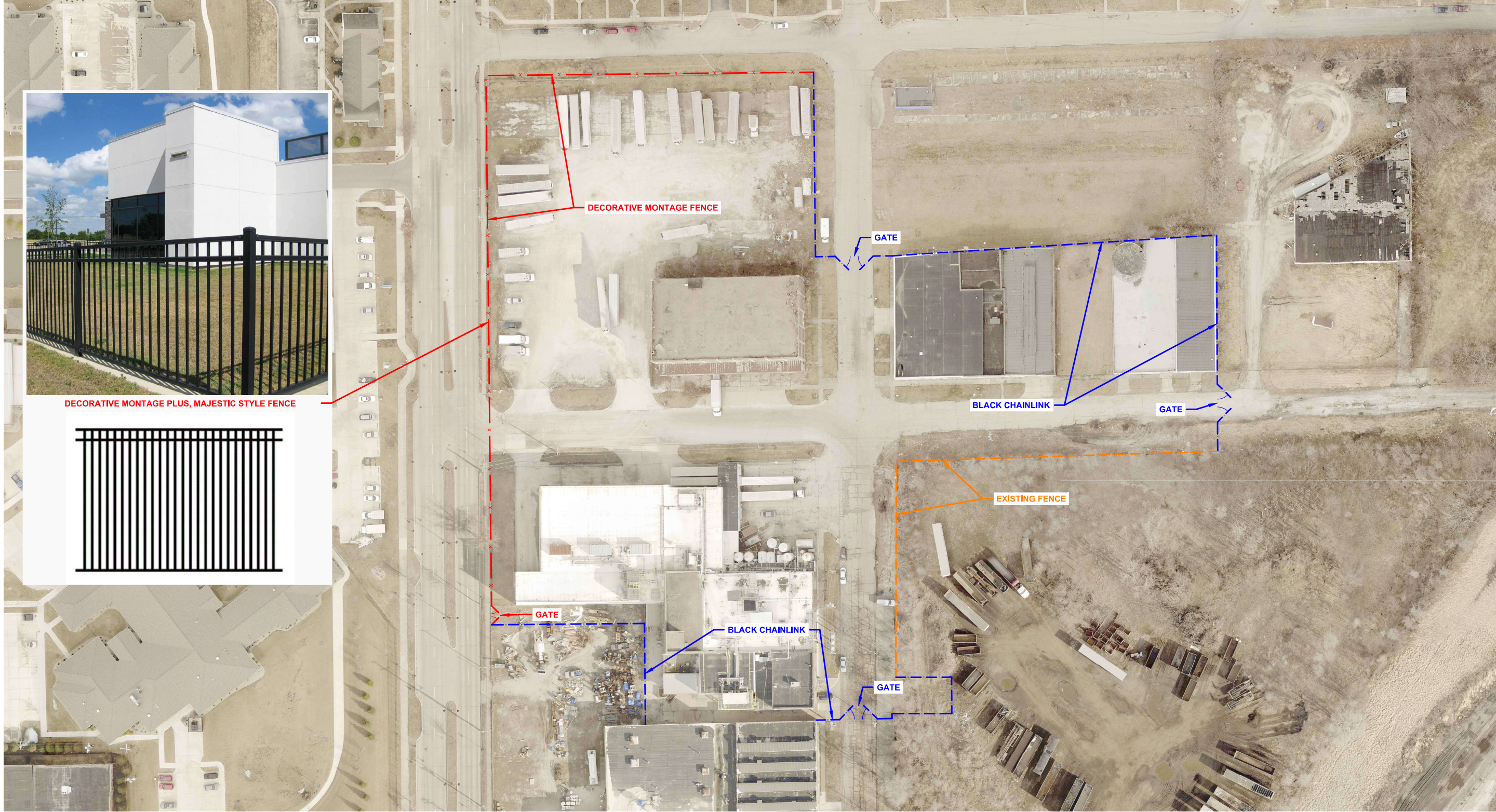
By: Michael T. Bever
Michael T. Bever

Its: Executive Vice President, Operations

Attest:

By: Mary Parfinovics

Its: Legal and Insurance Manager 3/29/2023



PROJECT TITLE
TILLAMOOK FENCE

SHEET TITLE
PROPOSED

SCALE:
1"=100'



CITY OF DECATUR
PUBLIC WORKS DEPARTMENT

DATE: *OCTOBER 2024*

DRAWN BY: *DMC*

CHECK BY: *JDK*

Public Works

DATE: 10/24/2024

MEMO: 2024-172

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Company, Inc. for the Vulcan Watermine Pipeline, City Project 2022-22

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolution approving a contract in the amount of \$1,169,750.00 for the Vulcan Watermine Pipeline, City Project 2022-22, with Burdick Plumbing and Heating Company, Inc. as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest. Attachments to the Resolution include all contract documents except for standard “boilerplate” language and project specific drawings and specifications, general conditions, and standard provisions, common to all City Contracts. Anyone wishing to review the full set of contract documents may obtain copies from the City Clerk.

BACKGROUND:

Former Vulcan Pit

For over 20 years the City has owned a former sand and gravel pit, previously owned by Vulcan Materials Company, located just north of South Side Drive and the WAND TV studio and tower (see attached location map). It is commonly called the Vulcan Watermine. In 2002 the City installed a floating pump system to pump water from the pit to the South Water Treatment Plant Raw Water Pump Station to provide supplemental water in times of drought or other emergencies. However, the pipeline is also used to pump reclaimed water from the City’s water treatment residuals lagoons.

The Additional Water Supplies Report completed in 2019 by INTERA recommended this project as one of the most cost-effective drought supply alternatives. The project will enable the City to pump both sources of water at the same time.

An 86-day pump run in 2023 found that the Watermine produced 125 million gallons of water, or an average of 1.45 million gallons per day (MGD). This represents about 7% of average daily demand. The Watermine is recharged by groundwater at an average rate of 0.5 MGD.

Project Bid Review

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

project was advertised May 15, 2024 and bids were opened on October 16, 2024. The results for the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (-Under)</u>
Burdick Plumbing and Heating	\$1,169,750.00	(12.3%)
E.L. Pruitt Company	\$1,594,062.00	19.5%
Engineer's Estimate	\$1,333,750.00	-----

Five contractors took out bid packets for the Vulcan Watermine Pipeline and two contractors turned in proposals for the project. Burdick Plumbing and Heating, Inc. provided the lowest, qualified bid at 12.3% under the engineer's estimate. Burdick Plumbing and Heating, Inc. has successfully completed many projects of this type for the City.

The Vulcan Watermine Pipeline will adhere to the prevailing wage requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Burdick Plumbing and Heating, Inc. to perform the Vulcan Watermine Pipeline.

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

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

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

Subcontracting is not a requirement for City Projects. Burdick Plumbing and Heating, Inc. will self-perform 68% of the contract and subcontract out the other 32% with 4% being performed by Minority Business Enterprises (MBE) for trucking. Burdick Plumbing and Heating, Inc. will also purchase materials in estimate of 7% of the contract amount with a MBE Supplier. The total MBE usage is estimated at 11% above the 10% goal. The minority business documents received are included as an attachment to this memo.

SCHEDULE: The project is scheduled to be completed by July of 2025.

LEGAL REVIEW: The agreement was approved by Legal on April 16, 2024.

PRIOR COUNCIL ACTION:

In 2018 the City Council authorized INTERA to produce an Additional Water Supplies Report that was completed and distributed to the Council in 2019. The report contained several

recommendations, including further study of the former Vulcan Pit and Lake Tokorozawa.

May 2, 2022 – Council approved R2022-73 authorizing Professional Engineering Services with Intera, Inc for the Vulcan Pit, Rhodes Landfill and Source Water Projection Plan for a fee not to exceed \$225,099.

POTENTIAL OBJECTIONS: None foreseen.

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

BUDGET/TIME IMPLICATIONS:

This expenditure is included in the Water Bond Fund. Staff time is allocated to manage the agreement.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Company, Inc. for the Vulcan Watermine Pipeline, City Project 2022-22	Resolution Letter
Bid Tab	Backup Material
MBE Utilization	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH BURDICK PLUMBING AND HEATING COMPANY,
INC. FOR THE VULCAN WATERMINE PIPELINE, CITY PROJECT 2022-22**

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

Section 1. That the tabulation of bids received for City Project 2022-22, Vulcan Watermine Pipeline, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Burdick Plumbing and Heating Company, Inc., in the amount of \$1,169,750.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Burdick Plumbing and Heating Company, Inc., attached hereto as Exhibit A and made part hereof, for said plan, in the amount of \$1,169,750.00.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of \$50,000 as a bonus.

PRESENTED and ADOPTED this 4th day of November, 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

CONTRACT

THIS CONTRACT, made and entered into this 4TH day of November, 2024 by and between the City of Decatur, Illinois, hereinafter called "Owner", and Burdick Plumbing & Heating Co., Inc. hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with "*Vulcan Watermine Pipeline, 2022-22*", all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **The Completion Date for this project is *June 30, 2025*.** The Contractor shall complete all work subject to the date on or before the specified date.
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond
Addenda

Special Provisions
Project Drawings
Standard Drawings
Special Conditions
General Conditions
Supplemental Specifications
Standard Specifications
Appendices

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

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

1. Contract Change Orders
2. Contract
3. Addenda
4. Special Provisions
5. Project Drawings
6. Standard Drawings
7. Appendices to the Project Manual
8. Special Conditions
9. General Conditions
10. Supplemental Specifications
11. Standard Specifications

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

Burdick Plumbing & Heating Co., Inc.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



CONTRACT BOND

(REQUIRED FOR CONTRACTS GREATER THAN \$150,000)

Project: Vulcan Watermine Pipeline

Project Number: 2022-22

We, **Burdick Plumbing & Heating Co., Inc. P.O. Box 496 Decatur, IL 62525**

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

----- as SURETY,
are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of

One Million, One Hundred, Sixty -Nine Thousand, Seven Hundred Fifty Dollars and 00/100-----
_____ Dollars (\$1,169,750.00), lawful money of
United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our
heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this
instrument.

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

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

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

PRINCIPAL

Burdick Plumbing & Heating Co., Inc.

(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

STATE OF ILLINOIS,

COUNTY OF _____

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

(Insert names of individuals signing on behalf of PRINCIPAL)

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

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

My commission expires _____

Notary Public (SEAL)

SURETY

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

(Name of Surety)

STATE OF ILLINOIS,

(SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf of SURETY)

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

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

My commission expires _____

Notary Public (SEAL)

CITY OF DECATUR

Approved this _____ 4th _____ day of _____ November _____, A.D. 2024

Attest:

City Council

Kim Althoff, City Clerk

City of Decatur, Illinois

Julie Moore Wolfe, Mayor

RETURN WITH BID

**CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
VULCAN WATERMINE PIPELINE
CITY PROJECT 2022-22**

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	MOBILIZATION, BONDS & INSURANCE	LS	1	\$70,000 --	\$70,000 --
2	EXPLORATORY EXCAVATIONS	EA	20	\$1,400 --	\$28,000 --
3	TRAFFIC CONTROL	LS	1	\$3,500 --	\$3,500 --
4	PAVEMENT SAW CUTS	LF	50	\$25 --	\$1,250 --
5	14" HDPE WATER LINE, SDR-11, HDD UNDER RIVER	LF	520	\$460 --	\$239,200 --
6	14" HDPE WATER LINE, SDR-17, OPEN CUT	LF	1260	\$125 --	\$157,500 --
7	24" DIP WATER LINE EXTENSION, POLYWRAPPED	LF	5	\$4,700 --	\$23,500 --
8	14" 45 DEGREE BENDS, HDPE	EA	1	\$3,000 --	\$3,000 --
9	14" 22.5 DEGREE BENDS, HDPE	EA	2	\$3,000 --	\$6,000 --
10	14" 11.25 DEGREE BENDS, HDPE	EA	2	\$3,000 --	\$6,000 --
11	14" 90 DEGREE BENDS, HDPE	EA	1	\$3,000 --	\$3,000 --
12	24" X 14" TEE, MJ	EA	1	\$8,000 --	\$8,000 --
13	24" PLUG, MJ	EA	1	\$4,000 --	\$4,000 --
14	14" CAP, MJ	EA	1	\$3,000 --	\$3,000 --
15	14" GATE VALVE	EA	1	\$15,000 --	\$15,000 --
16	THRUST BLOCKS FOR 14" WATER LINE	LS	1	\$5,000 --	\$5,000 --
17	THRUST BLOCKS FOR 24" WATER LINE	LS	1	\$15,000 --	\$15,000 --
18	BLOW-OFF HYDRANT ASSEMBLY, VALVE, AND CONNECTIONS INSTALLED ON 14" HDPE.	LS	1	\$8,000 --	\$8,000 --
19	14" WATER METER AND CONNECTION FITTINGS	LS	1	\$13,000 --	\$13,000 --
20	METER VAULT WITH DRAIN AND ELECTRICAL CONDUIT	LS	1	\$15,000 --	\$15,000 --
21	TRENCH BACKFILL	CY	470	\$110 --	\$51,700 --
22	CLASS D PATCHES, 5 INCH PAVEMENT	SY	70	\$150 --	\$10,500 --

RETURN WITH BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
23	BOLLARDS	EA	2	\$1,800 ^{="--}	\$3,600 ^{="--}
24	TEMPORARY EROSION CONTROL	LS	1	\$3,500 ^{="--}	\$3,500 ^{="--}
25	SEEDING AND MULCHING	LS	1	\$12,000 ^{="--}	\$12,000 ^{="--}
26	INSTRUMENTATION AND CONTROLS	LS	1	\$190,000 ^{="--}	\$190,000 ^{="--}
27	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EA	1	\$150,000	\$150,000 ^{="--}
28	POST CONSTRUCTION SEWER LINE VIDEO	LS	1	\$1,500 ^{="--}	\$1,500 ^{="--}
29	INSTALL VERTICAL OFFSET OF EXISTING 18-INCH WATER LINE	LS	1	\$20,000 ^{="--}	\$20,000 ^{="--}
30	LINE STOP ON 18-INCH WATER LINE IF REQUIRED	LS	1	\$20,000 ^{="--}	\$20,000 ^{="--}
31	EXPLORATORY EXCAVATION IN ROADWAY	LS	1	\$80,000 ^{="--}	\$80,000 ^{="--}

TOTAL BASE BID \$1,169,750.00

TOTAL BASE BID IN WORDS

ONE MILLION ONE HUNDRED SIXTY NINE THOUSAND SEVEN
HUNDRED FIFTY AND 00/100

Abbreviations

CY – Cubic Yards

DIP – Ductile Iron Pipe

EA – Each

HDD – Horizontal Directional Drilling

HDPE – High Density Polyethylene

LF – Linear Feet

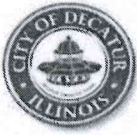
LS – Lump Sum

MJ – Mechanical Joints

SY – Square Yards

PROJECT NUMBER: 2022-22 PROJECT NAME: VULCAN WATERMINE PIPELINE BID DATE: 10/16/2024 TIME: 10:00 a.m. FUND: WATER BOND ORGANIZATION CODE: 89438902 OBJECT CODE: 488900				Engineer's Estimate City Engineering Division		BURDICK PLUMBING & HEATING CO., INC. P.O. BOX 496 DECATUR, IL 62525 Contact Person JARED BURDICK 217-429-2385 jared@burdickplumbing.com		EL PRUITT COMPANY 3090 COLT ROAD SPRINGFIELD, IL 62707 Contact Person BILL BARLOON 217-836-0347 Bbarloon@elpruit.com	
---	--	--	--	--	--	---	--	---	--

Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION, BONDS & INSURANCE	1.00	LS	\$110,000.00	\$110,000.00	\$70,000.00	\$70,000.00	\$142,000.00	\$142,000.00
2	EXPLORATORY EXCAVATIONS	20.00	EA	\$1,200.00	\$24,000.00	\$1,400.00	\$28,000.00	\$1,705.00	\$34,100.00
3	TRAFFIC CONTROL	1.00	LS	\$20,000.00	\$20,000.00	\$3,500.00	\$3,500.00	\$7,025.00	\$7,025.00
4	PAVEMENT SAW CUTS	50.00	LF	\$15.00	\$750.00	\$25.00	\$1,250.00	\$42.00	\$2,100.00
5	14" HDPE WATER LINE, SDR-11, HDD UNDER RIVER	520.00	LF	\$690.00	\$358,800.00	\$460.00	\$239,200.00	\$652.00	\$339,040.00
6	14" HDPE WATER LINE, SDR-17, OPEN CUT	1260.00	LF	\$300.00	\$378,000.00	\$125.00	\$157,500.00	\$288.00	\$362,880.00
7	24" DIP WATER LINE EXTENSION, POLYWRAPPED	5.00	LF	\$800.00	\$4,000.00	\$4,700.00	\$23,500.00	\$2,620.00	\$13,100.00
8	14" 45 DEGREE BENDS, HDPE	1.00	EA	\$1,600.00	\$1,600.00	\$3,000.00	\$3,000.00	\$2,916.00	\$2,916.00
9	14" 22.5 DEGREE BENDS, HDPE	2.00	EA	\$1,600.00	\$3,200.00	\$3,000.00	\$6,000.00	\$640.00	\$1,280.00
10	14" 11.25 DEGREE BENDS, HDPE	2.00	EA	\$1,600.00	\$3,200.00	\$3,000.00	\$6,000.00	\$640.00	\$1,280.00
11	14" 90 DEGREE BENDS, HDPE	1.00	EA	\$1,600.00	\$1,600.00	\$3,000.00	\$3,000.00	\$2,700.00	\$2,700.00
12	24" X 14" TEE, MJ	1.00	EA	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$10,875.00	\$10,875.00
13	24" PLUG, MJ	1.00	EA	\$2,400.00	\$2,400.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00
14	14" CAP, MJ	1.00	EA	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$941.00	\$941.00
15	14" GATE VALVE	1.00	EA	\$7,000.00	\$7,000.00	\$15,000.00	\$15,000.00	\$14,530.00	\$14,530.00
16	THRUST BLOCKS FOR 14" WATER LINE	1.00	LS	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$3,425.00	\$3,425.00
17	THRUST BLOCKS FOR 24" WATER LINE	1.00	LS	\$1,000.00	\$1,000.00	\$15,000.00	\$15,000.00	\$3,425.00	\$3,425.00
18	BLOW-OFF HYDRANT ASSEMBLY, VALVE, AND CONNECTIONS INTALLED ON 14" HDPE	1.00	LS	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00	\$8,620.00	\$8,620.00
19	14" WATER METER AND CONNECTION FITTINGS	1.00	LS	\$17,000.00	\$17,000.00	\$13,000.00	\$13,000.00	\$18,000.00	\$18,000.00
20	METER VAULT WITH DRAIN AND ELECTRICAL CONDUIT	1.00	LS	\$16,000.00	\$16,000.00	\$15,000.00	\$15,000.00	\$19,375.00	\$19,375.00
21	TRENCH BACKFILL	470.00	CY	\$90.00	\$42,300.00	\$110.00	\$51,700.00	\$89.00	\$41,830.00
22	CLASS D PATCHES, 5 INCH PAVEMENT	70.00	SY	\$175.00	\$12,250.00	\$150.00	\$10,500.00	\$185.00	\$12,950.00
23	BOLLARDS	2.00	EA	\$700.00	\$1,400.00	\$1,800.00	\$3,600.00	\$1,800.00	\$3,600.00
24	TEMPORARY EROSION CONTROL	1.00	LS	\$6,000.00	\$6,000.00	\$3,500.00	\$3,500.00	\$11,000.00	\$11,000.00
25	SEEDING AND MULCHING	1.00	LS	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$18,520.00	\$18,520.00
26	INSTRUMENTATION AND CONTROLS	1.00	LS	\$106,250.00	\$106,250.00	\$190,000.00	\$190,000.00	\$221,000.00	\$221,000.00
27	ALTERATIONS, CANCELLATIONS, EXTENSION, DEDUCTION AND EXTRA WORK	1.00	EA	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
28	POST CONSTRUCTION SEWER LINE VIDEO	1.00	LS	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
29	INSTALL VERTICAL OFFSET OF EXISTING 18-INCH WATER LINE	1.00	LS	\$16,000.00	\$16,000.00	\$20,000.00	\$20,000.00	\$85,550.00	\$85,550.00
30	LINE STOP ON 18-INCH WATER LINE IF REQUIRED	1.00	LS	\$22,500.00	\$22,500.00	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00
31	EXPLORATORY EXCAVATION IN ROADWAY	1.00	LS	\$2,500.00	\$2,500.00	\$80,000.00	\$80,000.00	\$10,000.00	\$10,000.00
32									
33									
34									
				\$1,333,750.00		\$1,169,750.00		\$1,594,062.00	
TOTAL BIDS (AS CORRECTED)									
Percent Over Under ENGINEER'S ESTIMATE						-12.30%		19.52%	
Paul E. Caswell, City Engineer 10/17/2024 Date									



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	10/16/2024	Project Title:	Vulcan Watermine Pipeline
Total Contract Value:		Project Number:	2022-22

Section I: Prime Contractor Information

Prime Contractor: Burdick Plumbing & Heating Co., Inc

Address: P.O. Box 496
Decatur, IL 62525

Phone: 217-429-2385

Contact Person: Jared Burdick

Email: jared@burdickplumbing.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
ECI Contracting	Non-MBE	\$150,000.00	13%	Directional Boring
Bodine Electric of Decatur	Non-MBE	\$24,000.00	2%	Electrical
Concentric Integration	Non-MBE	\$156,000.00	13%	Instrumentation/Controls
Marenco	MBE	\$50,000.00	4%	Trucking/Seeding
Totals				

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

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Marenco	\$80,000.00	7%	Materials
Totals			

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
	N/A	

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

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
Marenco	Phone	Accepted

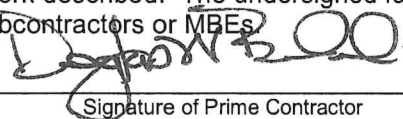
- If more firms were contacted, please copy this form and attach the additional information.

Section V:

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

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

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


 Signature of Prime Contractor

10/16/2024

Date



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	10/16/2024	Project Title:	Vulcan Watermine Pipeline
		Project Number:	2022-22

Prime Contractor: Burdick Plumbing & Heating Co., Inc

Address: P.O. Box 496
Decatur, IL 62525

Phone: 217-429-2385

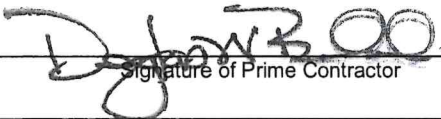
Contact Person: Jared Burdick

Email: jared@burdickplumbing.com

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

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

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


Signature of Prime Contractor

10/16/2024

Date

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED
-----------------------------------	--------------------------------------

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

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

REVIEWED BY:

Public Works Director

Date



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

**RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR**

MBE Subcontractor Information Form

Date:	10/16/2024	Project Title:	Vulcan Watermine Pipeline
Total Contract Value:		Project Number:	2022-22

Section I: MBE Subcontractor Information

Subcontractor:	Marenco Enterprises
Address:	3490 Leghorn Rd. Clinton, IL 61727
Phone:	(217) 693-2484
Contact Person:	Mirna Willoughby
Email:	mirna.marenco.ent@gmail.com

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
Trucking/Seeding / MATERIALS	\$130,000 --	11%

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

The undersigned certifies that the information included herein is true and correct and the subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
	Douglas W. Burdick
Title	Date
President	10/16/2024

Subcontractor Signature	Print
	Mirna Willoughby
Title	Date
President	10/16/2024



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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

If changing from a previously identified subcontractor/material supplier to another or to change from self-performing to a subcontractor, complete the following:

From Name:		To Name:	
Address:		Address:	
Phone:		Phone:	
Status:	☐ MBE	☐ Non-MBE	Status: ☐ MBE ☐ Non-MBE
		Contract Amount:	
Will the scope of work change?	☐ Yes	☐ No	

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize an MBE:

Signature of Prime Contractor

Date

Signature of Prime Contractor

Date



Final Minority Business Enterprise (MBE) Participation Documentation

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

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

Section II: Selected Non-MBE Subcontractors				
Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

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

Section III: Selected MBE Subcontractors

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

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

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

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				

If more MBE's are utilized, please copy this form and attach the additional information.

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

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

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

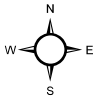
Signature of Prime Contractor

Date



VULCAN WATERMINE PIPELINE

City Project 2022-22



Public Works

DATE: 9/18/2024

MEMO: 2024-156

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory –2223 Thunderbird Drive

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2223 Thunderbird Drive be approved.

BACKGROUND:

The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein, Public Works Administrative Assistant. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2223 Thunderbird Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2223 THUNDERBIRD DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Crystal G. Jackson and Daryl L. Jackson, requesting that there be annexed to the City territory described as:

LOT THIRTY-NINE (39) OF HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300, PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THE WEST 48.02 FEET THEREOF. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 07-07-32-435-012

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of November 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

Crystal G Jackson

Daryl L Jackson

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2223 Thunderbird Drive, and legally described as follows:

LOT THIRTY-NINE (39) OF HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300, PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THE WEST 48.02 FEET THEREOF. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 07-07-32-435-012

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

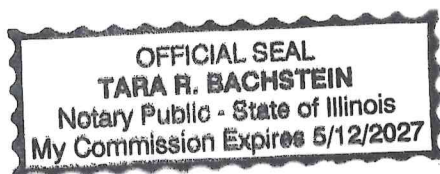
SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

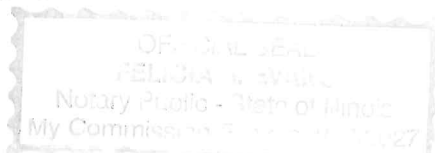
<u>Crystal Jackson</u>	<u>Crystal Jackson</u>	<u>2223 Thunderbird Dr Decatur, IL</u>
<u>D.L. Jackson</u>	<u>Daryl Jackson</u>	<u>2223 Thunderbird Dr Decatur, IL</u>

Signed and sworn to before me this 4th day of October, 2024
4th October 2024

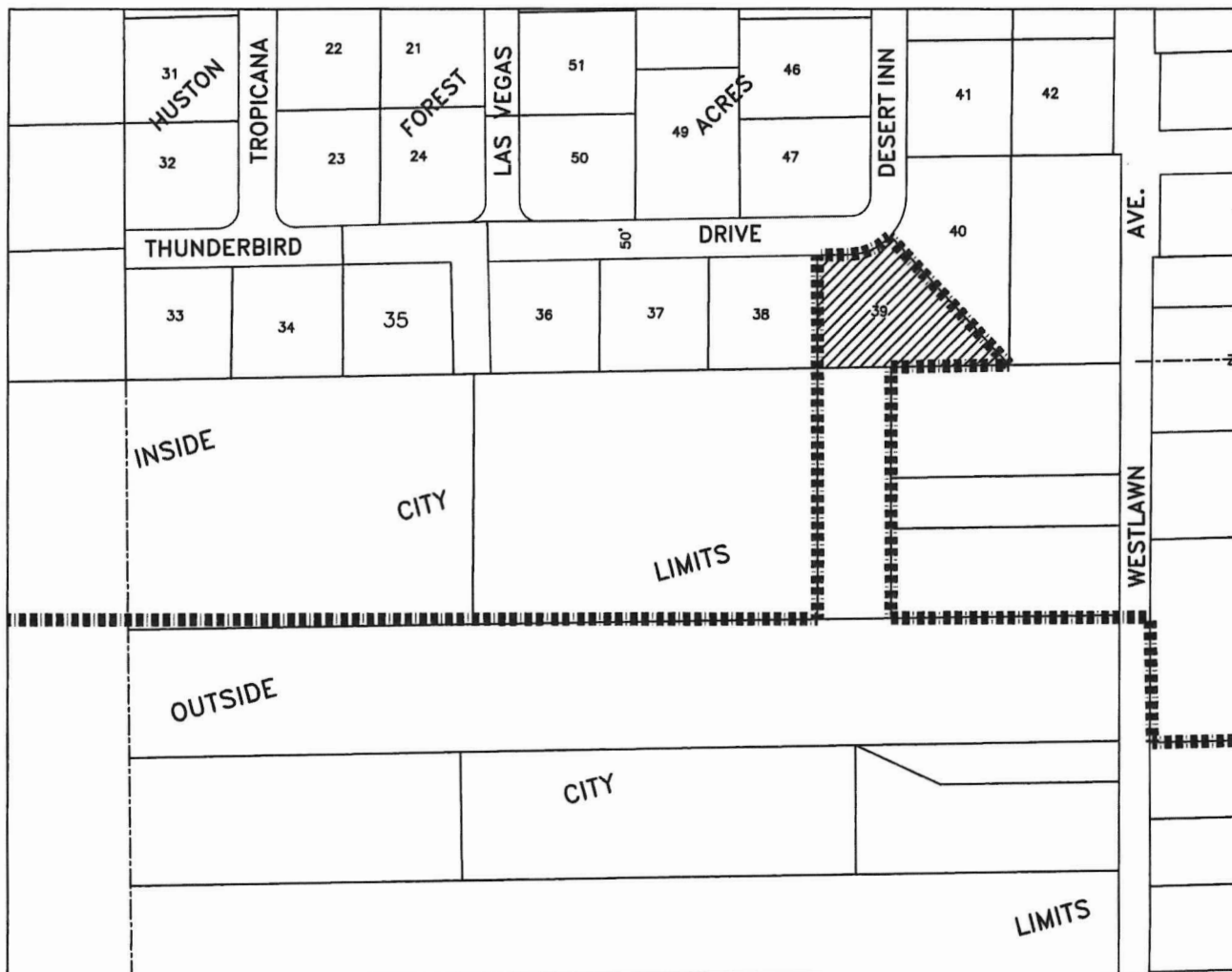


Tara R. Bachstein
Notary Public

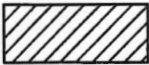
(Rev. 12/2014)



Felicia A Cuervo



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2223 THUNDERBIRD DRIVE

 indicates territory annexed
 indicates existing corporate limits
 0.61± acres
 AREA 0.00095± sq. miles
 0 lin. ft. of public road
 HICKORY POINT township



Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2024

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

Public Works

DATE: 10/22/2024

MEMO: 2024-170

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –2961 Lakeland Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2961 Lakeland Road be approved.

BACKGROUND: The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein, Public Works Administrative Assistant. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2961 Lakeland Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2961 LAKELAND ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Jared Wells, requesting that there be annexed to the City territory described as:

LOT 4 IN BLOCK 2 OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982,
PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS.

PIN# 17-12-36-127-016

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of November 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

JARED WELLS

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2961 Lakeland Road, and legally described as follows:

LOT 4 IN BLOCK 2 OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-127-016

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

[Signature]

JARED WELLS

2961 LAKELAND RD.

Signed and sworn to before me this 15th day of October, 2024

[Signature]
Notary Public

(Rev. 12/2014)



DATE: _____ Page 110 of 135

Public Works

DATE: 10/22/2024

MEMO: 2024-171

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory –2417 Wilcox Lane

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2417 Wilcox Lane be approved.

BACKGROUND: The subject property is being annexed due to citizens wanting water service.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein, Public Works Administrative Assistant. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2417 Wilcox Lane	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2417 WILCOX LANE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Robert K. Schloz and Jan A. Schloz, requesting that there be annexed to the City territory described as:

LOT THIRTY-FIVE (35) OF WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300 ON PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 04-12-05-303-003

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of November 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

Robert K Schloz

Jan A. Schloz

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2417 North Wilcox Lane, and legally described as follows:

LOT THIRTY-FIVE (35) OF WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300 ON PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 04-12-05-303-003

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Robert K. Schloz
Jan A. Schloz

ROBERT K. SCHLOZ
Jan A Schloz

2417 Wilcox Lane

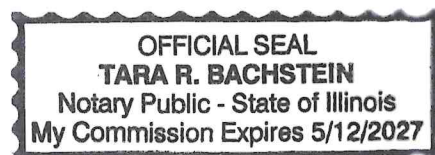
Decatur
IL 62521

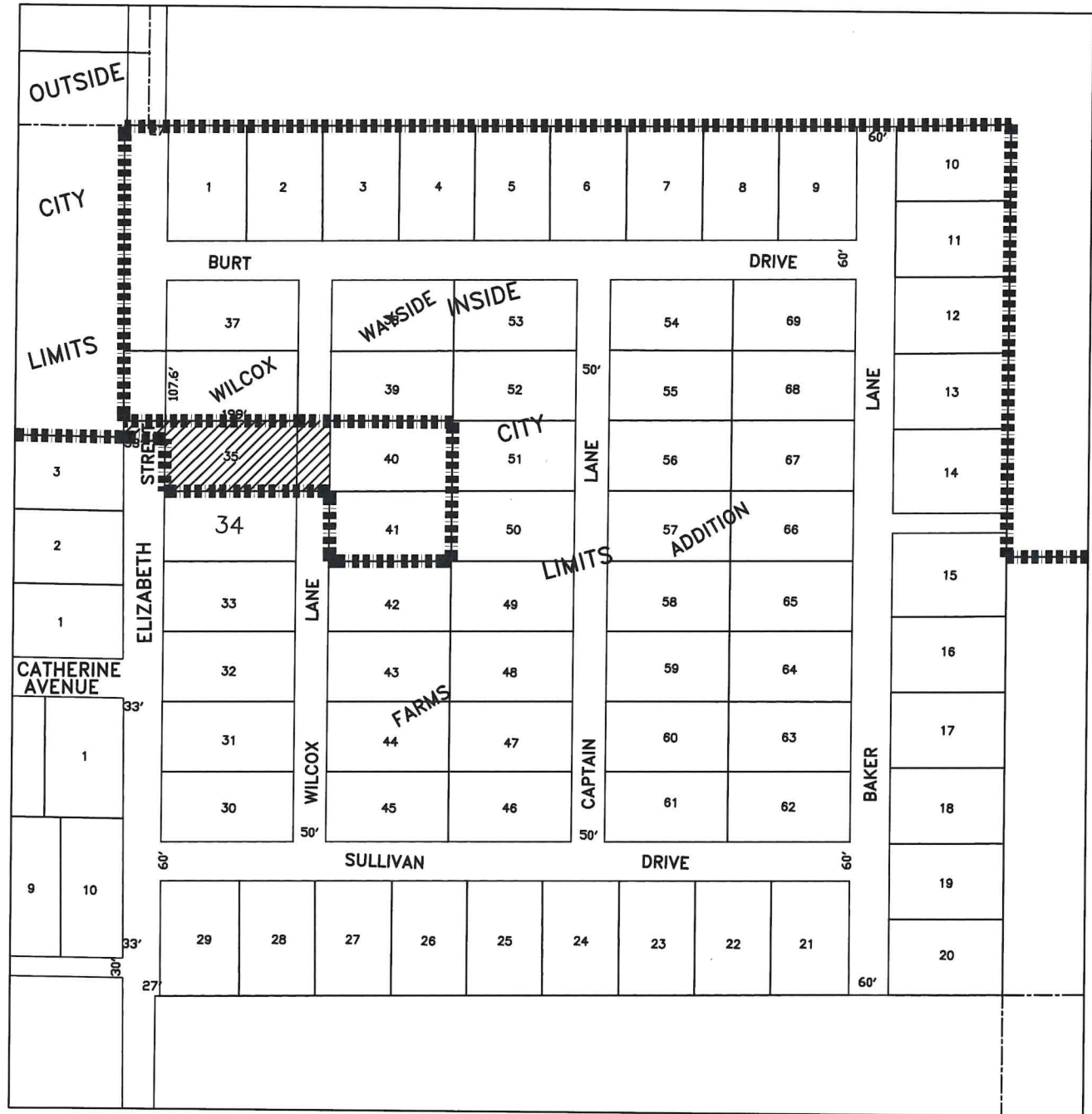
Signed and sworn to before me this 10th day of October, 2024

Tara R. Bachstein

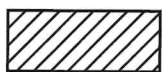
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2417 WILCOX LANE



indicates territory annexed



indicates existing corporate limits

0.492± acres

AREA 0.0008± sq. miles

160± lin. ft. of public road

DECATUR township



N.T.S.



Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2024

ORDINANCE NO: _____

DATE: _____ Page 115 of 135

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

Public Works

DATE: 10/25/2024

MEMO: 2024-174

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing the Execution of an Agreement with the Norfolk Southern Railway Company for the Replacement of the Jasper Street Underpass Lighting as Part of City Project 2024-19

SUMMARY RECOMMENDATION: See Memo 2024-174

ATTACHMENTS:

Description	Type
Resolution with exhibit	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
THE NORFOLK SOUTHERN RAILWAY COMPANY FOR THE REPLACEMENT
OF UNDERPASS LIGHTING AS PART OF THE JASPER STREET UNDERPASS
LIGHTING
CITY PROJECT 2024-19**

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

Section 1. That the Agreement for right of entry to replace the lighting system in the Jasper Street Underpass, presented to the City Council herewith, as Exhibit 1 and made part hereof, between the City of Decatur and the Norfolk Southern Railway Company be, and the same hereby, received, placed on file and approved.

Section 2. That the City Manager or designee be, and is hereby, authorized and directed to execute said Agreement for right of entry to replace the Jasper Street underpass lighting between the City of Decatur, Illinois, and the Norfolk Southern Railway Company.

PRESENTED and ADOPTED this 4th day of November 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

Exhibit 1

Form 11347-P () (007628)

INDEMNIFICATION AND RIGHT OF ENTRY AGREEMENT

THIS INDEMNIFICATION AND RIGHT OF ENTRY AGREEMENT (this "Agreement") is made as of October 07, 2024, by and between **NORFOLK SOUTHERN RAILWAY COMPANY** ("Company" or "Railway"), for itself and as agent for any parent, affiliated or subsidiary company that may own or operate the Premises (as defined herein) in whole or in part, and **City of Decatur Illinois**, ("Principal") an Illinois Government Entity whose mailing address is 1 Gary K Anderson Plaza, Decatur, Illinois 62523

WHEREAS, Principal has requested that Company permit Principal to be on or about the Premises for the Designated Activities (as defined herein);

WHEREAS, Company is willing to grant the Right of Entry (as defined herein) subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Company and Principal hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, Company hereby permits Licensee, (as defined herein) to enter upon property owned or controlled by Company located at or near:

- Milepost D 375.09, Midwest Division
- Latitude 39.848023, Longitude -88.940581
- Decatur, Macon County, Illinois

(the "Premises") and being located substantially as shown upon the print marked Exhibit "A", attached hereto and made a part hereof (the "Right of Entry"). **The Right of Entry is granted to Licensee for the sole purpose of performing the replacement of existing conduit, wire, and fixtures of the railroad underpass lighting at DOT# 479184D. (the "Designated Activities") from February 1, 2025, to June 1, 2025, but in no event shall Licensee occupy the Premises for more than thirty (30) cumulative days.** Licensee shall not perform intrusive environmental sampling or soil borings for environmental testing or sampling. The term "Licensee" means Principal, Principal's subcontractors, and such other entities affiliated with Principal to whom authorized representatives of Company have granted express, written approval, as well as the officers and employees of the foregoing. The Right of Entry shall apply to those portions of the Premises, and to such equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises, only to the extent specifically designated and approved in writing by authorized representatives of Company (collectively, "Designated Property").

2. Licensee access to the Premises shall be limited to the Designated Property, and Principal shall be liable and fully responsible for all actions of each Licensee while on the Premises pursuant to the Right of Entry.
3. Each Licensee shall (a) be subject to Company's or its authorized representative's direction when upon the Premises, and (b) be subject to removal from the Premises by Company for any reason, including breach of this Agreement or failure, in Company's sole discretion, to act safely, respectfully, responsibly, professionally, and/or in a manner consistent with Company's desire to minimize risk and maintain its property with maximum security and minimum distractions or disruptions. Company shall not be required to specify either the basis for its decision or which objections, if any, it has to the individual(s).
4. If Principal is a contractor that has been retained to provide services to Company, Principal shall, and shall cause all other Licensee to, conduct all activities in accordance with the Norfolk Southern Operating Guidelines for Contractors (the "Guidelines") and it shall be Principal's obligation to request and obtain a copy of the Guidelines from Company.

INDEMNIFICATION AND RIGHT OF ENTRY AGREEMENT

5. Principal shall not enter the property until any necessary Protection Services are confirmed, or a written waiver of said Services has been approved by Railway or its authorized representative. The term "Authorized Representative" means RailPros Field Services, Inc. or such other authorized representative that Railway may designate from time to time.
6. (a) Principal shall indemnify and save harmless Company, Company's parent, subsidiary and affiliated companies, and their respective directors, officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all claims, demands, losses, suits, judgments, costs, expenses (including without limitation reasonable attorney's fees) and liability in connection with:
 - (i) any alleged loss of life or personal or bodily injury to or damage to or loss of property of any person, including without limitation any of the Indemnified Parties, arising from, incident to or occurring in connection with the presence of any Licensee or any property of any Licensee, or both, on the property of Company, regardless of whether negligence on the part of any Indemnified Parties caused or contributed to such loss of life, personal or bodily injury or property loss or damage, in whole or in part; provided, however, that if, under the law applicable to enforcement of this Agreement, an agreement to indemnify against the indemnified party's own negligence is invalid, then in that event Principal's obligation to indemnify the Indemnified Parties under this Section shall be reduced in proportion to the negligence of Company, if any, that proximately contributed to such loss of life, personal injury or property loss or damage, provided that, in the event of personal injury to or death of an employee of Company, such employee's negligence will not be considered to be negligence of Company under this provision;
 - (ii) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensee related in any way to their presence on the Premises or from any other act or omission of Licensee contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation;
 - (iii) any allegation that Company is an employer or joint employer of any Licensee or is liable for related employment benefits or tax withholdings;
 - (iv) any decision by Company to remove or exclude any Licensee from the Premises pursuant to Section 3 above;
 - (v) any violation of Section 12 of this Agreement; or
 - (vi) in addition to the obligations covered by subsection (i) above, which are not modified by this subsection (vi), any other alleged injury or harm to any Licensee that is incident to or occurs in connection with the exercise of the Right of Entry or the presence of any Licensee on the property of Company, except where such injury or harm results from any judicially determined violation of law by Company.
- (b) No causes of action, defenses or claims of Principal against Company shall derogate from or in any way invalidate or offset or prevent the enforcement of the obligations of Principal under this Section.
7. Insurance - Without limiting in any manner the liability and obligations assumed by Principal under any other provision of this Agreement, and as additional protection to Railway, Principal shall comply with the following provisions:

INDEMNIFICATION AND RIGHT OF ENTRY AGREEMENT

(a) Principal shall pay Railway a Risk Financing Fee in the amount of \$1,900 in conjunction with the Right of Entry. Principal may submit inquiries about RPL issues at ns.permitting@railpros.com. At the Principal's option, rather than pay a Risk Financing fee, Principal shall purchase a commercial Railroad Protective Liability (RPL) insurance policy for Railway as described in Option A, below. In the event that the value of the Designated Activities exceeds \$350,000, Principal shall be required to use Option A, below;

Option A. In lieu of paying the Risk Financing Fee, Principal shall purchase a commercial RPL policy with Limits of \$2,000,000 per occurrence and \$6,000,000 in the aggregate. In the event that the Designated Activities value exceeds \$350,000 a commercial RPL shall be purchased with limits of \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The RPL policy shall conform to CG 00 35 04 13 or equivalent and include coverage for Terrorism and the Physical Damage to Property Endorsement and shall name Norfolk Southern Corporation, affiliates and subsidiaries as the insured. The job location, name of Principal and description must appear on the declaration pages. Prior to any activity beginning under this Agreement, an electronic copy of the RPL policy, not simply the binder, shall be submitted to ns.permitting@railpros.com.

(b) Principal shall obtain a Commercial General Liability ("CGL") policy containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$2,000,000 for each occurrence. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The policy shall not deny any obligation of any insured under the Federal Employer's Liability Act, as amended. The CGL policy shall provide additional insured coverage equivalent to ISO CG 20 10 11/85.

(c) Principal shall obtain Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Designated Activities, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

(d) Principal shall obtain Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement;

(e) Principal shall obtain Employers' Liability Insurance with limits of not less than \$1,000,000 each accident \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease;

(f) General Insurance Requirements. Each insurance policy referred to in section 7 above shall also comply with the following requirements:

- (i) Additional Insureds. All insurance required (excluding any RPL policy and Workers' Compensation policy) shall name Railway and its parent, subsidiary and affiliated companies as additional insureds with an appropriate endorsement to each policy.
- (ii) Principal's Coverage Primary and Without Right to Contribution. All policies secured by Principal, whether primary, excess, umbrella or otherwise, and providing coverage to the Railway as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railway may have secured for itself.

INDEMNIFICATION AND RIGHT OF ENTRY AGREEMENT

- (iii) Severability of Interests (Cross Liability). No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.
 - (iv) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Principal in compliance with this Section 7 shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.
 - (v) Notice of Cancellation, Modification or Termination. All policies required under this Section 7 shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days prior written notice to the additional insureds.
 - (vi) No Limitation. The insurance coverages maintained by Principal shall not limit any of Principal's indemnity obligations or other liabilities under this Agreement. The insurance available to Railway and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Principal maintain higher coverage limits.
 - (vii) Any deductibles or self-insured retentions of Licensee over \$50,000 must be declared and approved by Railway. Approval of such requests shall not be unreasonably withheld. All insurance provided shall have an A.M Best Rating of at least A- VII.
 - (viii) Licensee shall require all subcontractors who are not covered by the insurance carried by Licensee to maintain the insurance coverage described except for the RPL insurance, including but not limited to additional insured status for Railway and its parent, subsidiary and affiliated companies.
 - (ix) Licensee shall furnish electronically certificates of insurance and the RPL Insurance Policy to Railway's Managing Agent prior to execution of this Agreement at ns.permitting@railpros.com. The insurance coverage required herein shall in no way limit Licensee's liability under this Agreement.
8. Principal shall reimburse Company or its authorized representative for any material, labor, supervisory and protective costs (including flagging) and related taxes and overhead expenses required or deemed necessary by Company due to the presence of any Licensee or any Licensee Property on the Premises.
 9. Principal shall, and shall ensure that all Licensee, exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations.
 10. Principal shall not, and shall not permit any Licensee to, create or otherwise allow to exist any drainage conditions that would be adverse to the Premises or any surrounding areas. Principal shall ensure that no work by any Licensee shall interfere with the safe and proper support of Company's roadbed and track. All Designated Activities shall occur only during daylight hours.
 11. Principal shall, and shall ensure that all Licensee, maintain a minimum clearance of fifteen feet (15') from the center line of the nearest track for any Licensee Property unless otherwise authorized in writing by Company. With the exception of public grade crossings, Licensee shall not cross the tracks of Company with any vehicle unless Principal shall have executed such separate agreement as shall be provided by Company.

INDEMNIFICATION AND RIGHT OF ENTRY AGREEMENT

12. Principal shall not, and shall ensure that no Licensee, cause or permit any trash, waste or debris to be released upon, buried in or burned upon the Premises. Principal will remove from the Premises all soil, fill, construction and demolition debris, or other materials (whether solid or liquid) disturbed or created during the Designated Activities, including any such material that is contaminated and/or potentially contaminated. Company assumes no responsibility for any such material and shall not be a signatory on any waste manifests, bills of lading, or other documentation concerning such material. Principal shall not use or permit the use of any explosives of any kind on the Premises.
13. Principal shall restore the Premises, the Designated Property and surrounding areas to their original condition or to a condition satisfactory to the Company officer signing this Agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of the Right of Entry.
14. It is expressly understood that Principal's indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives. Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available under any applicable state constitutional provision, laws, rules or regulations, including without limitation the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".
15. This Agreement shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflicts of laws. If any provision of this Agreement is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this Agreement and that the balance of this Agreement remain a binding enforceable agreement to the fullest extent permitted by law.
16. This Agreement may be amended only in writing and signed by authorized representatives of Company and Principal.
17. If any mechanics' or materialmen's lien, or similar lien, is asserted against the Premises, or any other property of Company, as a result of the exercise of the Right of Entry in any given instance, Principal shall immediately satisfy, defend, or obtain the release of such lien, all at Principal's expense, and Principal shall indemnify and hold harmless Company from and against any claims arising out of or connected with such lien. In the event that any such lien shall attach to the Premises or Principal shall fail to pay such taxes, then, in addition to any other right or remedy available to Company, Company may, but shall not be obligated to, discharge the same. Any amount paid by Company for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Principal to Company within ten (10) days after Company's demand therefor.
18. This Agreement (a) shall not be assigned or transferred by Principal, (b) may be terminated at will by Company or Principal, and (c) **shall terminate automatically on June 1, 2025**, provided, however, that (i) the terms of this Agreement that, by their nature, are intended to survive termination shall so survive, and (ii) termination shall not relieve Principal of any obligation or liability incurred prior to such termination.

INDEMNIFICATION AND RIGHT OF ENTRY AGREEMENT

19. The parties agree that if an authorized officer of a party fully signs this Agreement in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Agreement, and, upon full execution of the Agreement by all parties, shall create a legally binding agreement.

City of Decatur Illinois

**NORFOLK SOUTHERN RAILWAY
COMPANY**

By _____

By _____

Title _____

Title _____

Name _____

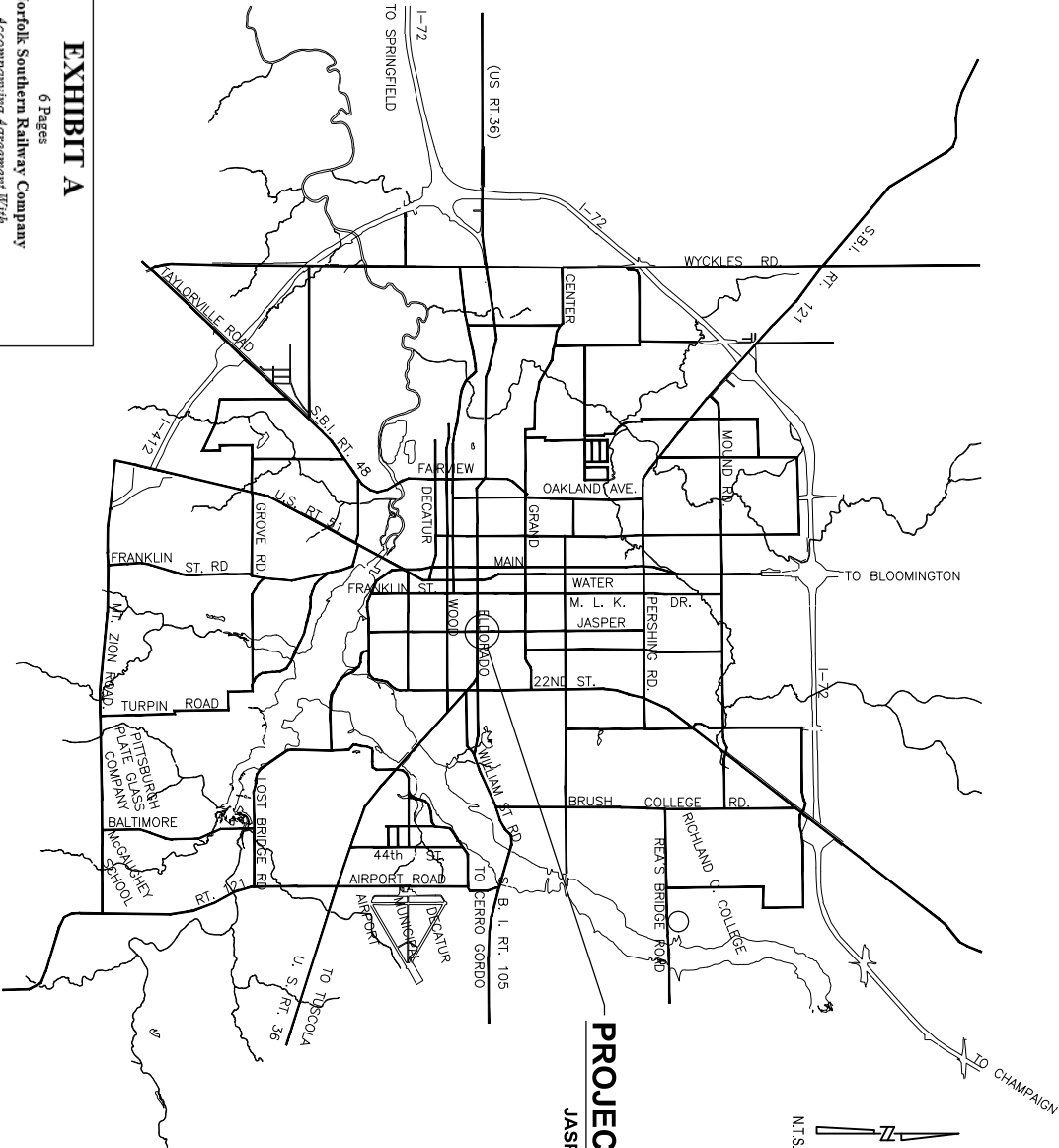
Name _____

Date _____

Date _____

Activity Number: 1324788
Peggy Betzer : 10/07/2024

Sheet 94 D_375_380



PROJECT LOCATION
JASPER STREET

CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
MACON COUNTY ILLINOIS
CITY PROJECT 2024-19
C.P. 2024-19 JASPER STREET UNDERPASS



SECTION 24-00419-00-LT
TYPE OF FUNDS MOTOR FUEL TAX

INDEX OF SHEETS	
Page No	Description
1	Cover Sheet
2	Quantity Sheet & Existing Photos
3-4	Lighting Removal Plans
5-6	Proposed Lighting Plans
7	One Line Diagram
8-17	Standards

IDOT
STANDARDS
701801-06
701901-09
821001
825001-04
873001-02
BLR 21-9

COVER



CITY OF DECATUR
PUBLIC WORKS DEPARTMENT

REVISIONS		DRAWN BY	CHECK BY
DATE	REVISION	DATE	DATE
10/07/2024	REVISION9	RSINL	CSINL
10/07/2024	REVISION8	RSINL	CSINL
10/07/2024	REVISION7	RSINL	CSINL
10/07/2024	REVISION6	RSINL	CSINL
10/07/2024	REVISION5	RSINL	CSINL
10/07/2024	REVISION4	RSINL	CSINL
10/07/2024	REVISION3	RSINL	CSINL
10/07/2024	REVISION2	RSINL	CSINL
10/07/2024	REVISION1	RSINL	CSINL

EXHIBIT A

6 Pages

Norfolk Southern Railway Company

Accompanying Agreement With

City of Decatur Engineering

Activity No.: 1324788

Division: Midwest

Val Sec: 03

City: Decatur

State: Illinois

Lat: 39.848023

DOT: 479184D

File Post: D 375.09

Map No.: IL-D-24

County: Macon

Long: -88.940581

All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications

BLASTING NOT PERMITTED

DATED 10/07/2024

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800.892.0123

ILLINOIS ONE-CALL SYSTEM

APPROVED

City of Decatur, City Engineer

PASSED

District # 7 Engineer of Local Roads & Streets

APPROVED

Releasing For Bid Based on Limited Review

Region # 4 Engineer



PAUL E. CASWELL, P.E.
CITY ENGINEER
No. 062-062825 EXP. 11/30/25

UTILITY / MUNICIPAL CONTACTS			
SEWER: CITY OF DECATUR # 1 GARY K. ANDERSON PLAZA DECATUR, IL. 62523 (217) 424-2747	WATER: CITY OF DECATUR # 1 GARY K. ANDERSON PLAZA DECATUR, IL. 62523 (217) 424-2747	ROADS: CITY OF DECATUR # 1 GARY K. ANDERSON PLAZA DECATUR, IL. 62523 (217) 424-2747	SEWER: DECATUR SANITARY DISTRICT 501 DIPPER LANE DECATUR, IL. 62522 (217) 422-6931
TELEPHONE: AT&T 990 SOUTH SIDE DRIVE DECATUR, IL. 62521 (217) 429-9596	ELECTRIC AND GAS: AMEREN IL CONSTRUCTION HOTLINE DECATUR, IL. 62526 (888) 695-4540	CABLE TV: COMCAST 1275 N. WATER DECATUR, IL. 62526 (217) 424-4206	

PROJ. MGR. _____	MON. _____
DRAWN BY: _____	PEC. _____
CHECKED BY: _____	PEC. _____
DATE: _____	SCALE: _____
9 SHEETS	

1

SUMMARY OF QUANTITIES		
PAY ITEM	DESCRIPTION	
81100500	CONDUIT ATTACHED TO STRUCTURE, 1 1/2" DIA., GALVANIZED STEEL	667.50
81300710	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 16" X 12" X 6"	1.00
81702101	ELECTRIC CABLE IN CONDUIT, 600V (XHHW-2) 1/C NO. 12	837.00
81702111	ELECTRIC CABLE IN CONDUIT, 600V (XHHW-2) 1/C NO. 10	3,371.50
81702133	ELECTRIC CABLE IN CONDUIT, 600V (XHHW-2) 1/C NO. 6	786.00
82110021	LUMINAIRE, LED, UNDERPASS, WALLMOUNT, OUTPUT DESIGNATION D	42.00
88030014	SIGNAL HEAD, LED, 1-FACE, 1-SECTION, WALL MOUNTED	2.00
89502375	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	2.00
X8110105	REMOVE CONDUIT ATTACHED TO STRUCTURE	667.50
X8130110	JUNCTION BOX (SPECIAL)	49.00
X8420103	REMOVAL OF LUMINAIRE, NO SALVAGE, UNDERPASS	42.00
X8430101	REMOVE EXISTING JUNCTION BOX ATTACHED TO STRUCTURE	1.00
Z0048665	RAILROAD PROTECTIVE LIABILITY INSURANCE	1.00
L SUM		

- GENERAL NOTES:
- NOT ALL OF THE GAS, POWER, OR TELEPHONE LINES, WHETHER ABOVE OR BELOW GROUND, HAVE BEEN SHOWN ON THE DRAWINGS. THE CONTRACTOR MUST REALIZE THAT THE ACTUAL LOCATIONS OF THE UTILITIES SHOWN ON THE DRAWINGS MAY BE DIFFERENT FROM THE LOCATIONS INDICATED.
 - IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO MAINTAIN IN SERVICE ALL EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION UNLESS OTHERWISE INDICATED IN THE DRAWINGS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MATERIALS DEPOSITED ON NEIGHBORING ROADWAYS OR PROPERTIES AS A RESULT OF THEIR CONSTRUCTION ACTIVITIES.
 - THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION TRAFFIC CONTROL.
 - THE CONTRACTOR IS SOLELY AND COMPLETELY RESPONSIBLE FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER HARMLESS FROM ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OR WORK ON THE PROJECT EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER.
 - INFORMATION ON DETAIL, DRAWING TAKES PRIORITY OVER ALL GENERAL DRAWINGS AND SCHEDULES. CONFLICTS SHALL BE RESOLVED ACCORDINGLY.
 - THE COST OF ABIDING BY THE PROVISIONS OF PERMITS ISSUED BY VARIOUS AGENCIES SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. ALL ASSOCIATED BONDING REQUIREMENTS AND COSTS ARE INCIDENTAL TO THE CONTRACT.
 - NOTHING CONTAINED HEREIN SHALL RELIEVE THE CONTRACTOR OF HIS/HER DUTY TO OBSERVE AND COMPLY WITH ALL APPLICABLE LAWS, NOR SHALL THE ENGINEER BE RESPONSIBLE FOR THE CONTRACTOR'S COMPLIANCE OR NONCOMPLIANCE WITH SUCH LAWS.
 - THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE CONTRACTORS DUTY TO OBSERVE AND COMPLY WITH CLIENT CONTRACT REQUIREMENTS, LOCAL AND STATE REGULATIONS, OR FOR THE CONTRACTORS FAILURE TO DO SO.

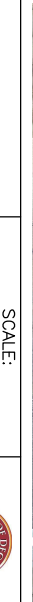
Lighting Removal Schedule				
89502375 REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT				
X8430101 REMOVE EXISTING JUNCTION BOX ATTACHED TO STRUCTURE				
X8110105 REMOVE CONDUIT ATTACHED TO STRUCTURE				
X8420103 REMOVAL OF LUMINAIRE, NO SALVAGE, UNDERPASS				
Location/Station	Remove Existing Junction Box Traffic Signal Equipment (89502375)	Remove Existing Junction Box Attached To Structure (X8430101)	Remove Conduit Attached To Structure (X8110105)	Removal Of Luminaire, No Salvage, Underpass (X8420103)
Unit	EACH	EACH	FOOT	EACH
100+90	RT	1.0	29.5	
100+90 to 101+69	LT		79.0	6.0
100+90 to 101+69	RT		79.0	6.0
101+69	RT		28.0	-
101+69 to 101+90	RT		21.0	-
101+90	RT		26.5	-
101+90 to 103+91	LT		202.0	15.0
101+90 to 103+91	RT		201.0	15.0
103+91	LT		1.5	-
Totals		2.0	667.5	42.0

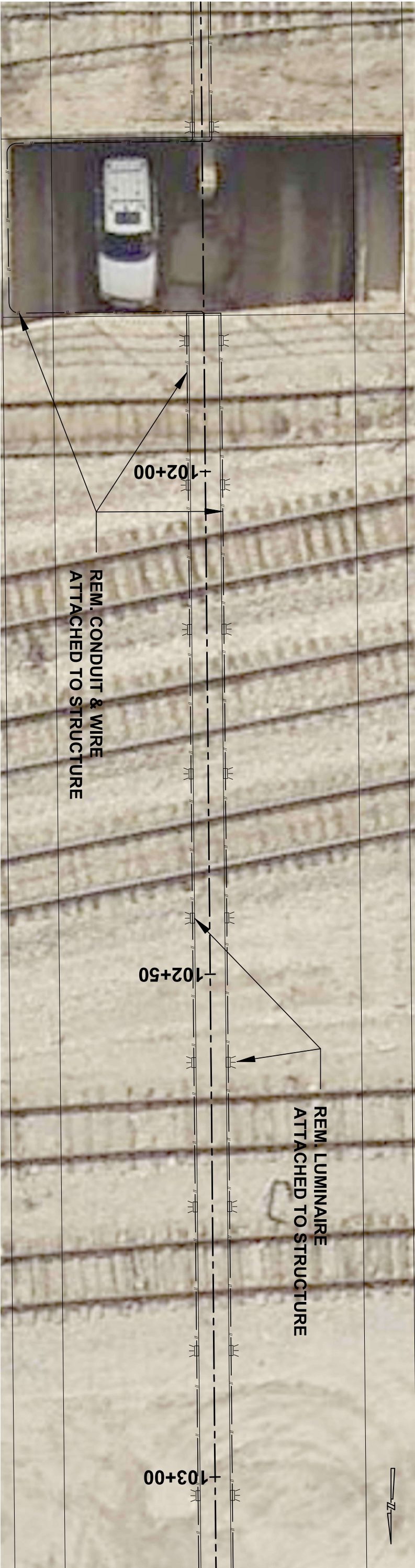
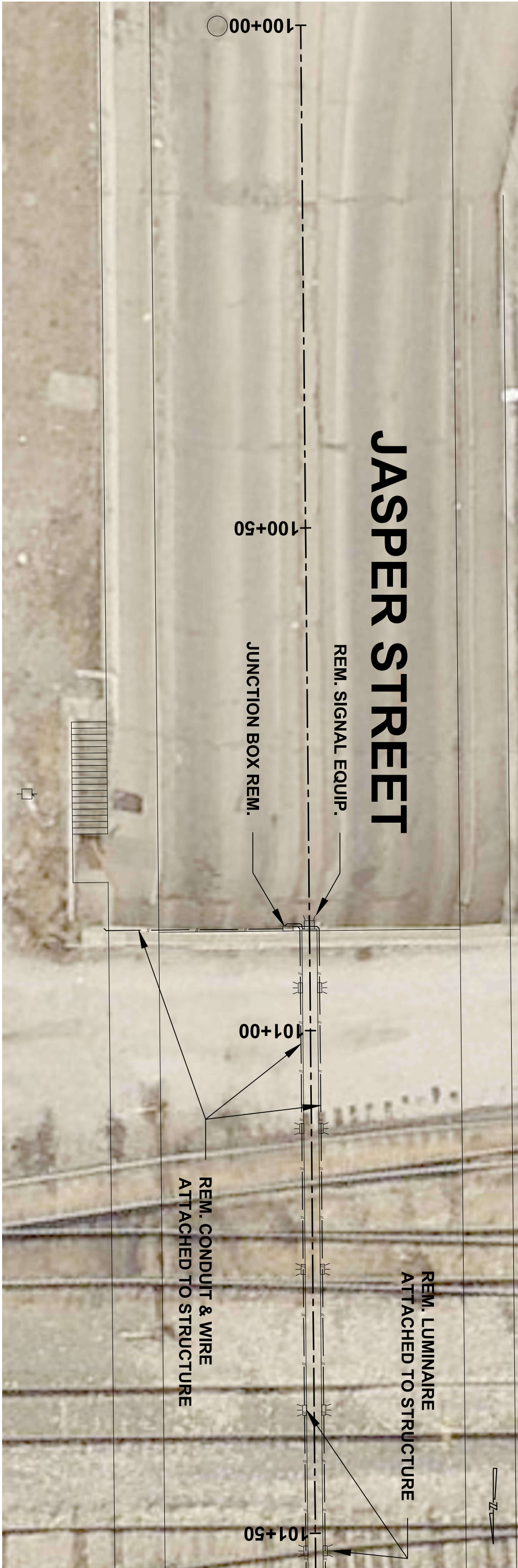
Lighting Schedule							
81100500 CONDUIT ATTACHED TO STRUCTURE, 1 1/2" DIA., GALVANIZED STEEL							
81300710 JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 16" X 12" X 6"							
81702101 ELECTRIC CABLE IN CONDUIT, 600V (XHHW-2) 1/C NO. 12							
81702111 ELECTRIC CABLE IN CONDUIT, 600V (XHHW-2) 1/C NO. 10							
81702133 ELECTRIC CABLE IN CONDUIT, 600V (XHHW-2) 1/C NO. 6							
82110021 LUMINAIRE, LED, UNDERPASS, WALLMOUNT, OUTPUT DESIGNATION D							
88030014 SIGNAL HEAD, LED, 1-FACE, 1-SECTION, WALL MOUNTED							
X8130110 JUNCTION BOX (SPECIAL)							
Location/Station	Conduit Attached To Structure, 1 1/2" Dia., Galvanized Steel (81100500)	Stainless Steel, Attached To Structure, 1 1/2" Dia., Galvanized 6" (81300710)	Electric Cable In Conduit, 600V (Xhhw-2) 1/C No. 12 2) 1/C No. 12 2) 1/C No. 10 2) 1/C No. 6 (81702111)	Electric Cable In Conduit, 600V (Xhhw-2) 1/C No. 10 2) 1/C No. 6 (81702133)	Underpass, Wallmount, Led, 1-Face, 1-Section, Wall Mounted (82110021)	Led, Signal Head, 1-Face, 1-Section, Wall Mounted (88030014)	Junction Box (Special) (X8130110)
Unit	FOOT	EACH	FOOT	FOOT	EACH	EACH	EACH
100+76 to 100+90	RT		44.0	176.0	22.0		
100+90	RT		29.5	73.0	243.0	36.5	1.0
100+90 to 101+69	LT		79.0	158.0	340.0	91.0	6.0
100+90 to 101+69	RT		79.0	158.0	348.0	93.0	7.0
101+69	RT		28.0	49.0	212.0	31.0	1.0
101+69 to 101+90	RT		21.0	42.0	168.0	21.0	
101+90	RT		26.5	56.0	224.0	31.5	3.0
101+90 to 103+91	LT		202.0	408.0	827.0	229.0	15.0
101+90 to 103+91	RT		201.0	830.0	823.0	15.0	15.0
103+91	LT		1.5	7.0	3.5	1.0	1.0
Totals		667.50	1.00	837.00	3371.50	786.00	42.00

LEFT

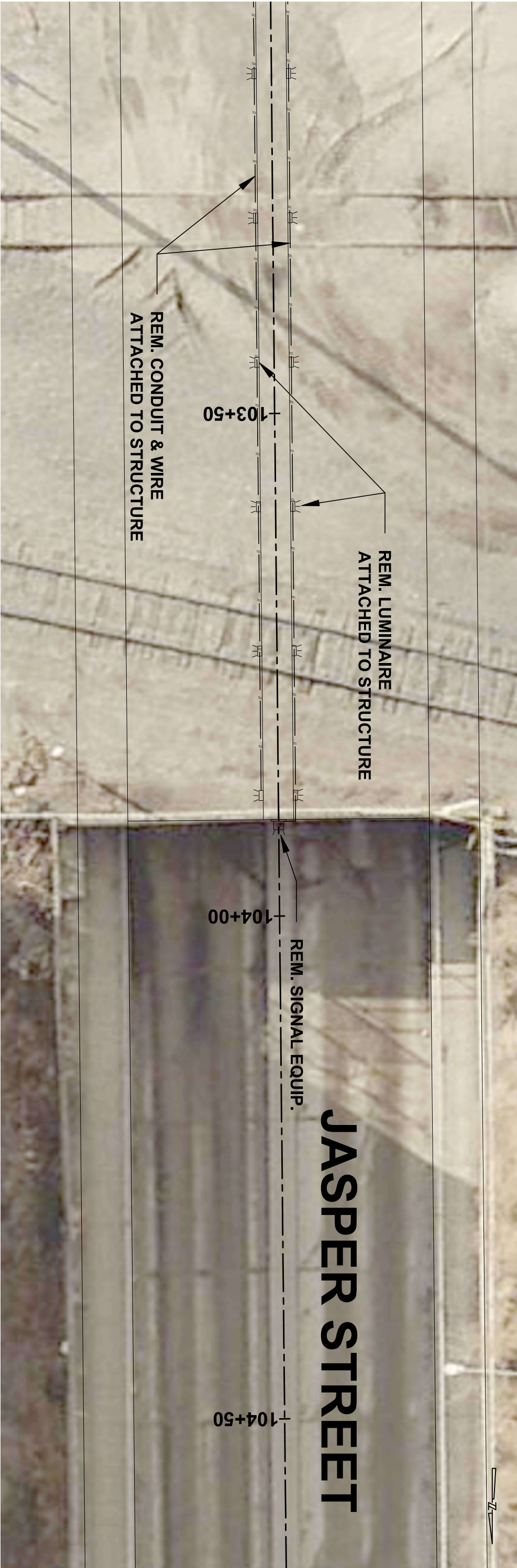


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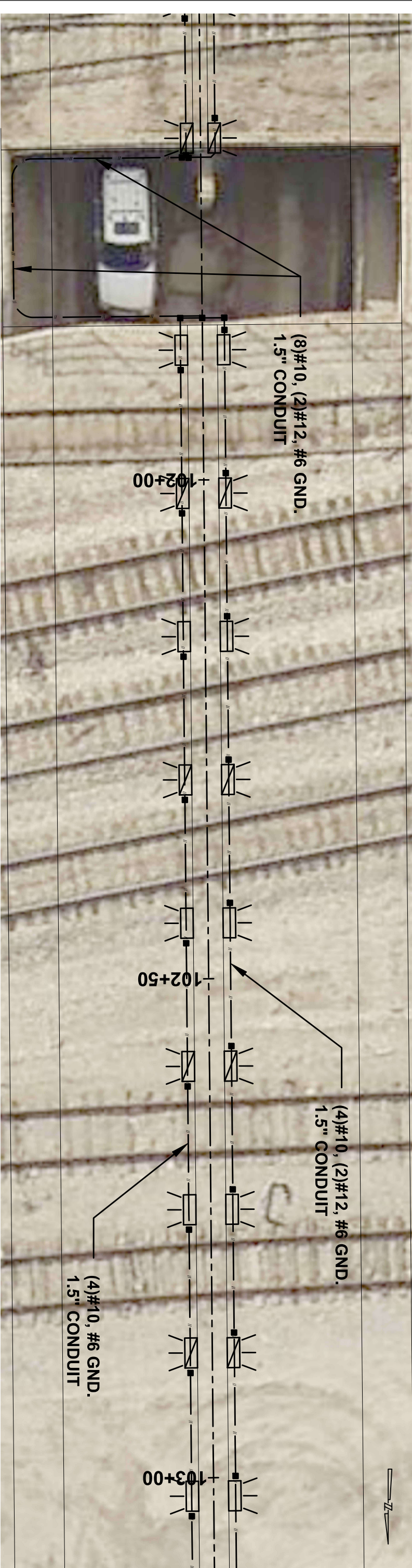
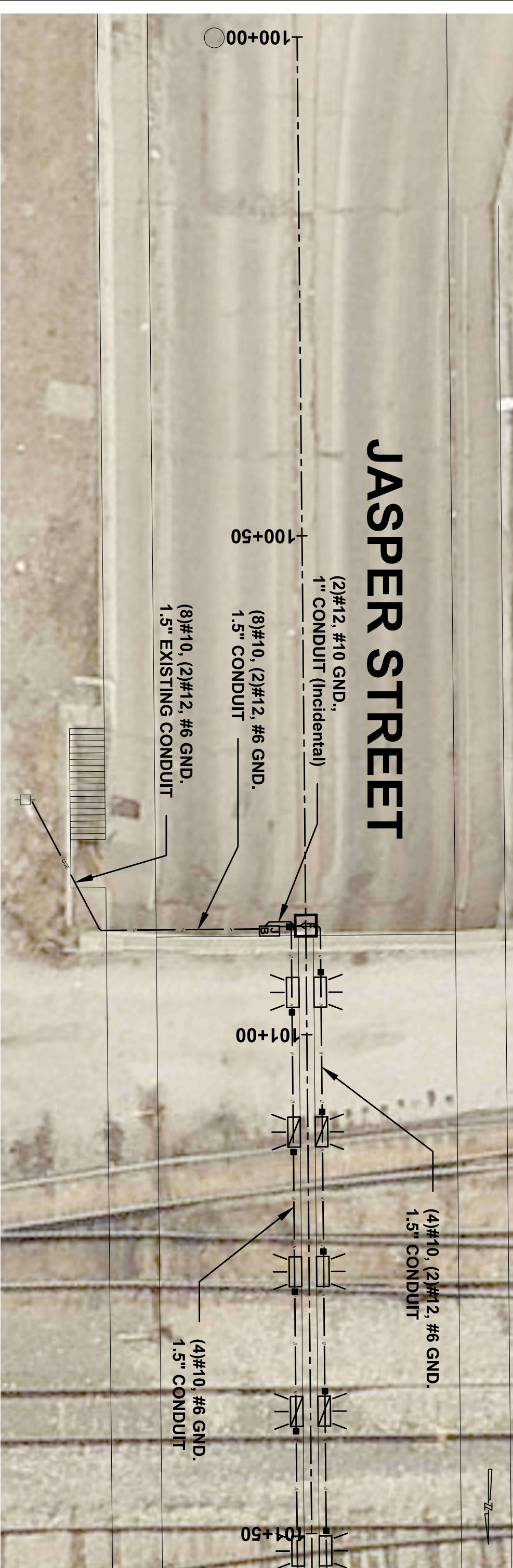




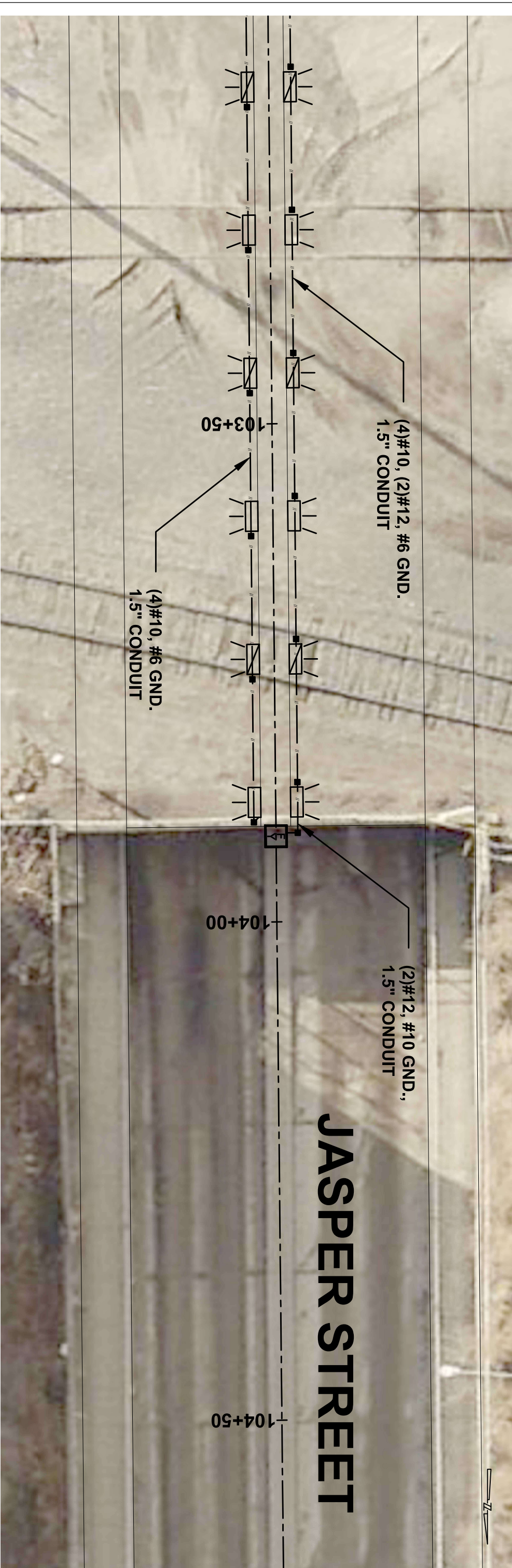
PROJECT TITLE <i>2024-19 Jasper Street Underpass Lighting</i>		SHEET TITLE <i>LIGHTING REMOVAL (1)</i>		SCALE: <i>1"=20'</i>	 CITY OF DECATUR PUBLIC WORKS DEPARTMENT	DATE: <i>SEPTEMBER 2024</i>	DRAWN BY: <i>DWC</i>	CHECK BY: <i>PBC</i>	-- <i>SHIELDS</i> <i>3</i>



PROJECT TITLE		SHEET TITLE		SCALE:		CITY OF DECATUR PUBLIC WORKS DEPARTMENT	-- SHEETS 4
2024-19 Jasper Street Underpass Lighting		LIGHTING REMOVAL (2)					
DATE: SEPTEMBER 2024		DRAWN BY: DMC		CHECK BY: PBC			



PROJECT TITLE <i>2024-19 Jasper Street Underpass Lighting</i>		SHEET TITLE <i>PROPOSED LIGHTING (1)</i>		SCALE: <i>1"=20'</i>		 CITY OF DECATUR PUBLIC WORKS DEPARTMENT	SEPTEMBER 2024 DRAWN BY: <i>DWC</i> CHECK BY: <i>PBC</i>



ELECTRICAL NOTES

- 1. WORK SHALL CONFORM TO NFPA 70, NATIONAL ELECTRIC CODE, 2023 AND IDOT STANDARD SPECIFICATIONS AND THE CITY OF DECATUR STANDARDS.
 - 2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE EXISTING UTILITIES. EXISTING UTILITIES MAY NOT BE SHOWN ON PLANS.
- BASIC MATERIALS AND METHODS:
- 1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS.
 - 2. ALL CONDUIT ROUTING SHOWN IS APPROXIMATE. CONTRACTOR SHALL DETERMINE EXACT ROUTE, AND PROVIDE ANY CONDUIT FITTINGS, OFFSETS, BENDS, PULL BOXES, SUPPORTS, ETC., AS NECESSARY TO INSTALL A COMPLETE CONDUIT RUN.
 - 3. COORDINATE ALL SYSTEM AND POWER OUTAGES AND SHUTDOWNS WITH OWNER.
 - 4. CONTRACTOR SHALL PROVIDE ANY NECESSARY PERMITS AND OR INSPECTIONS.
- WIRING METHODS:
- 1. ALL WIRING SHALL BE TYPE XHHW-2 WIRE IN CONDUIT OR WIREWAY, UNLESS OTHERWISE NOTED. ALL WIRING SHALL BE PER IDOT STANDARDS.
 - 2. RUN MINIMUM #10 INSULATED GROUND WITH ALL CIRCUITS.
 - BOXES AND RACEWAY:
 - 1. MINIMUM SIZE CONDUIT SHALL BE 1.5" UNLESS OTHERWISE NOTED.
 - 2. ALL CONDUIT SHALL BE GALVANIZED RIGID STEEL, TRADE SIZE, SCHEDULE 40, UNLESS OTHERWISE NOTED.
 - 3. INCREASE GROUND WIRE SIZES WHEN THE PHASE CONDUCTOR SIZES ARE INCREASED. REFER TO NEC 250.122(B).
 - 4. PROVIDE A PULL STRING IN ALL CONDUITS.

- CONDUCTORS:
- 1. GENERAL USE CONDUCTORS (BUILDING WIRE) SHALL BE NEC TYPE XHHW-2 WIRE. ALL WIRING SHALL BE UL LISTED FOR GENERAL USE AT A MAXIMUM OF 600 VOLTS, UNLESS OTHERWISE NOTED. CONDUCTORS SHALL BE ANNEALED, UNCOATED COPPER WIRE.
 - 2. MINIMUM WIRE SIZE SHALL BE 10 AWG. CONDUCTORS SHALL BE STRANDED.
- IDENTIFICATION:
- 1. CONTROL AND SIGNAL WIRES AND CABLES SHALL BE TAGGED IN ALL PULL AND JUNCTION BOXES, ALL WIREWAYS, AND WHEN TERMINATED. EACH WIRE SHALL BE IDENTIFIED WITH A WRAPAROUND NUMBER WIRE MARKER.
 - 3. PROVIDE A CORRECTED AND TYPED PANEL DIRECTORY FOR ALL PANELS AFFECTED BY PROJECT.
 - 6. GROUP WIRES FOR MULTIWIRE BRANCH CIRCUITS TOGETHER WITH WIRE TIES AS THEY LEAVE THE PANELBOARD AND IN PULL BOXES.
- INSPECTION AND TESTS:
- 1. SYSTEM SHALL BE TESTED FOR SHORTS AND GROUNDS.
 - 2. ALL HOT WIRES, IF SHORTED OR GROUNDED, SHALL BE REMOVED AND REPLACED, IF TROUBLE IS WITHIN CONDUITS.

LIGHTING SCHEDULE

LIGHTING SCHEDULE				
LABEL	ITEM	DESCRIPTION	VOLTS	WATTS
	WCNG P3 40K U4W INVOLT ZT WCNLWG	Holophane HLP WallConnect/ Glass Wallback/ P3/4000K/Type IV Underpass/0-10V/dimmable/ 10kV/Bronze/Latched/No PER rec/ Single fuse/ Wallconnect Wire Guard Factory installed *STEADY BURN DAY & NIGHT	120- 277	51
	WCNG P3 40K U4W INVOLT ZT 10KV BZSDP LTCH NPR SF WCNLWG	Holophane HLP WallConnect/ Glass Wallback/ P3/4000K/Type IV Underpass/0-10V/dimmable/ 10kV/Bronze/Latched/No PER receptacle/Single fuse/ Wallconnect Wire Guard Factory installed *OFF DURING NIGHT TIME HOURS	120- 277	51
	SIGNAL HEAD, LED, 12 INCH, 1-FACE, 1-SECTION, WALL MOUNTED	Flashing Yellow *OFF DURING DAYLIGHT HOURS		
	JUNCTION BOX	Stainless Steel, Attached to Structure, 16" tall X 12" wide X 6" depth		
	JUNCTION BOX (SPECIAL)	Junction boxes with appropriate changes in direction, tees, and reducers		

Public Works

DATE: 10/25/2024

MEMO: 2024-174

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution to Appropriate Motor Fuel Tax Funds for the Replacement of the Jasper Street Underpass Lighting by Municipality under the Illinois Highway Code, City Project 2024-19, Section 24-00419-00-LT

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest the following:

1. Appropriating \$200,000 in State Motor Fuel Tax (MFT) funds for the proposed Jasper Street Underpass Lighting project, City Project 2024-19, Section 24-00419-00-LT; and
2. Resolution authorizing the execution of an agreement with the Norfolk Southern Railway Company for the replacement of the Jasper Street underpass lighting as part of City Project 2024-19, Section 24-00419-00-LT.

BACKGROUND:

State Motor Fuel Taxes (MFT) are levied and collected by the State of Illinois; funds are allocated to local agencies and are administered by the Illinois Department of Transportation (IDOT). The City is required to adopt a resolution specifying the allocation of State MFT funds to their intended projects. IDOT must receive an MFT appropriation before approval of the expenditure of State MFT money. The first resolution appropriates \$200,000 in State MFT funds for the replacement of underpass lighting and railroad flagging costs.

The conduit, wire, and fixtures in the Jasper Street Underpass are in disrepair and need replaced. Several lights in the underpass are inoperable making for unsafe conditions for the traveling public, especially for pedestrians at night.

The underpass has two separate structures with the North structure owned by the Norfolk Southern Railway Company and South structure owned by the Decatur and Eastern Illinois Railroad. Given the underpass structure is railroad property and work will take place in railroad right of way, the Norfolk Southern Railway requires the City to obtain a right of entry permit for the work. The Decatur and Eastern Illinois Railroad has provided the City written approval to perform the work.

SCHEDULE:

Design work for the Jasper Street Underpass Lighting Project, is complete. The project is planned

to begin spring of 2025 with an expected completion May 2025.

LEGAL REVIEW: Legal review of the State Motor Fuel Tax appropriation is not required.

PRIOR COUNCIL ACTION:

Each year the City Council approves the appropriation of State MFT funds for street maintenance work. State MFT funds are allocated for street maintenance work as part of the Fiscal Year 2024 Capital Improvement Plan.

October 28, 1913 – Council approved Ordinance 158 entering into an agreement with Norfolk Southern Railway Company (formerly Wabash Railroad Company) and Decatur & Eastern Illinois Railroad (formerly Cincinnati, Hamilton & Dayton Railway Company) to elevate their tracks over Jasper Street. As part of that agreement, maintenance of the underpass lighting is the responsibility of the City of Decatur.

POTENTIAL OBJECTIONS: There are no known objections to resolutions.

INPUT FROM OTHER SOURCES: Illinois Department of Transportation, Norfolk Southern Railway Company, and Decatur and Eastern Illinois Railroad

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

BUDGET/TIME IMPLICATIONS:

1. **Budget Impact:** The first resolution appropriates \$200,000 in State Motor Fuel Tax funds for the Jasper Street Underpass Lighting Project 2024-19.
2. **Staffing Impact:** Staff time has been allocated for managing this project.

ATTACHMENTS:

Description	Type
Resolution to Appropriate Motor Fuel Tax Funds for the Replacement of the Jasper Street Underpass Lighting by Municipality under the Illinois Highway Code, City Project 2024-19, Section 24-00419-00-LT	Resolution Letter
Location Maps	Backup Material

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS FOR THE
REPLACEMENT OF THE JASPER STREET UNDERPASS LIGHTING BY
MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE CITY PROJECT 2024-19,
SECTION 24-00419-00-LT**

**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 \$200,000.00 of State Motor Fuel Tax funds for the purpose of replacing the Jasper Street Underpass lighting system under the applicable provisions of the Illinois Highway Code.

Section 2. That only the Jasper Street underpass lighting system as part of the Jasper Street Underpass Lighting Project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 24-00419-00-LT.

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 1 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 4th day of November 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Exhibit 1

Resolution for Improvement
Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

24-00419-00-LT

BE IT RESOLVED, by the Council of the City

Governing Body Type

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
Jasper Street	0.06		Pearl St	Sangamon St

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

Replace conduit, wire, fixtures, and lighting system.

2. That there is hereby appropriated the sum of Two Hundred Thousand and 00/100Dollars (\$200,000.00) 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 _____

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ .

(SEAL, if required by the LPA)

Clerk Signature & Date

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Approved

Regional Engineer Signature & Date
Department of Transportation

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Jasper Street Underpass Lighting City Project 2024-19 Section 24-00419-00-LT

