Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: July 16, 2024

Item: Local Agency Agreement for Federal Participation with IDOT for construction and appropriation of Motor Fuel Tax (MFT) funds for the Pedestrian Connections to the Regional Prairie Trail Improvement

Staff Recommendation:

1. Motion to adopt a Resolution authorizing the City Manager to execute the Local Agency Agreement for Federal Participation with Illinois Department of Transportation (IDOT) for construction of the Pedestrian Connections to the Regional Prairie Trail Improvement

2. Motion to adopt a Resolution appropriating $31,000 in MFT funds for the Pedestrian Connections to the Regional Prairie Trail Improvement

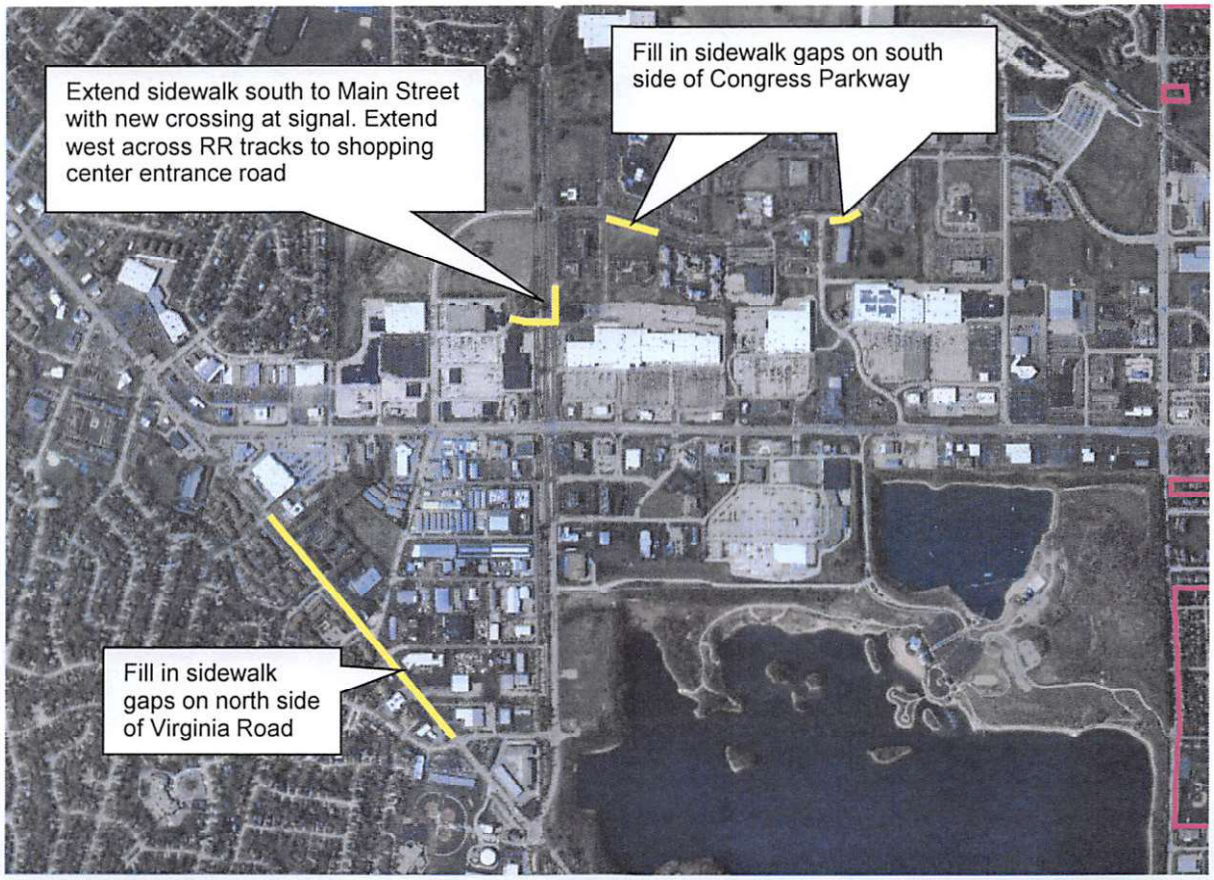
Staff Contact: Michael Magnuson, P.E., Director of Public Works & Engineering

---

Background:

The City was awarded an Illinois Transportation Enhancement Program (ITEP) federal grant for the Pedestrian Connections to the Regional Prairie Trail project, which completes critical sidewalk gaps for residents and provides pedestrians access to the regional Prairie Trail, portions of the US Route 14 commercial corridor, the historic Downtown, both Metra stations, and the post office, at the following locations (see map):

- Main Street and Commonwealth Drive/shopping center back entrance: Upgrade existing traffic signal to accommodate pedestrians, add new sidewalk along the east side of Main Street from Commonwealth Drive to the existing sidewalk to the north, and add new sidewalk to access the shopping center; and
- Fill in missing sidewalk along the south side of Congress Parkway just east of Commonwealth Drive; and
- Fill in missing sidewalk along the north side of Virginia Road (owned and maintained by McHenry County Division of Transportation) from US Route 14 to Berkshire Drive and upgrading the existing sidewalk to meet ADA requirements along the south side of Virginia Road from US Route 14 to Berkshire Drive.



This project was awarded federal and state funding as well as the McHenry County Division of Transportation has agreed to pay their fair share of the improvements along Virginia Road. The following provides a breakdown on the project costs and funding:

Item	Estimated Total Cost	Anticipated Federal & State Grant Award	City Estimated Share	County Estimated Share
Construction Engineering	$126,487.00	$113,400.00	$6,543.50	$6,543.50
Main St-Congress Pkwy Construction	*$215,956.00*	*$194,360.40*	*$21,595.60*	--
Virginia Road Construction	*$624,701.00*	*$562,230.90*	--	*$62,470.10*
Construction Total	$840,657.00	$756,591.30	$21,595.60	$62,470.10
Estimate Project Total	**$967,144.00**	**$869,991.30**	**$28,139.10**	**$69,013.60**

The attached agreement is a standard agreement used for all projects using federal funds. Once all necessary approvals have been secured, the project will be placed on the IDOT September 20, 2024 letting. Construction is anticipated to commence in late fall of 2024 or early spring of 2025.

The City's share of the project is budgeted using Motor Fuel Tax (MFT) funds. On February 20, 2024, the City Council appropriated $15,000.00 in MFT funding for construction engineering of

this improvement. It is recommended that the City appropriate an additional $93,000 in MFT funds for construction.

Any MFT funds that are obligated and not spent will be returned to the City's unobligated balance once the project is complete. The City has sufficient reserves in its MFT Fund for this expenditure. This project is included in the budget for Fiscal Year 2024B. This will be recommended for inclusion for the upcoming 2025 Budget.

Votes Required to Pass:
Simple majority

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE has identified the need to improve pedestrian connections to the Prairie Trail which links the US Route 14 Corridor, the Downtown, Post Office and Metra Stations; and

WHEREAS, these improvements will consist of eliminating gaps in the existing sidewalk system along with traffic signal improvements to aid pedestrians; and

WHEREAS, the City was awarded $1,053,698.00 in Federal Illinois Transportation Enhancement Program (ITEP) funds for the improvement; and

WHEREAS, it is necessary to enter into a Local Agency Agreement with the Illinois Department of Transportation (IDOT) in order to utilize Federal ITEP funds for the project.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a Local Agency Agreement for federal participation with the Illinois Department of Transportation (IDOT) for the Pedestrian Connections to the Regional Prairie Trail Improvement.

DATED this 16th day of July 2024.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST:

_____

Nick Kachiroubas, CITY CLERK

PASSED: July 16, 2024

APPROVED: July 16, 2024

Draft

Illinois Department of Transportation

Joint Funding Agreement for Federally Funded Construction

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Crystal Lake	McHenry	21-00131-00-SW

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STATE-ITEP	143032	CMAP	11-21-0028

Construction

State Job Number	Project Number
C-90-150-23	

☐ Local Let/Day Labor ☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Congress Parkway	FAU 3857	0.10 mi.	0.91	1.01

Location Termini: Commonwealth Drive to Driveway

Current Jurisdiction	Existing Structure Number(s)	
City of Crystal Lake/McHenry County	N/A	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Main Street	FAU 0124	0.05 mi.	1.32	1.37

Location Termini: Walkup Avenue to Driveway

Current Jurisdiction	Existing Structure Number(s)	
City of Crystal Lake	N/A	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Virginia Road	FAU 0121	0.29 mi.	0.40	0.69

Location Termini: Darlington Lane to Berkshire Drive

Current Jurisdiction	Existing Structure Number(s)	
City of Crystal Lake	N/A	Remove

PROJECT DESCRIPTION

Sidewalk installation, ADA improvements, traffic signal upgrade to include pedestrian signal heads

Draft

Local Public Agency	Section Number	State Job Number	Project Number
City of Crystal Lake	21-00131-00-SW	C9015023	

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

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

1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.

1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

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

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

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

a. Pursuant to a funding failure as provided under Article 1.1.

b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

Draft

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.

2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA**'s responsibility to remain current with these registrations and requirements.

2.3 Bribery. The **LPA** certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

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

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

2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that it's officials:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

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

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

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

2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.

2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization which employs, or is about to employ, any of the above.

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

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

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

2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

Draft

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA**'s accounting system. *See* 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

3.1 Single Audits: The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**'s fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA**'s calculation of federal funds expended by the **LPA** for Single Audit purposes.

3.2 STATE Audits: The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auding Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE**'s authorized inspection or review, final audit, the **STATE**'s independent audit, or as a result of any duly authorized inspection or review.

3.3 Record Retention. The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

3.4 Accessibility of Records. The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE**'s Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.

3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work

4.2 LPA Appropriation Requirement. By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.

4.3 Reimbursement Requests: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

4.4 Financial Integrity Review and Evaluation (FIRE) program: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

4.5 Final Invoice: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

Draft

may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.

5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.

5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.

5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.

5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

5.7 To regulate parking and traffic in accordance with the approved project report.

5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.

5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.

6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.

6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Draft

6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☐		
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Draft

Local Public Agency	Section Number	State Job Number	Project Number
City of Crystal Lake	21-00131-00-SW	C9015023	

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Eric Helm

Title of Official

City Manager

Signature | Date

The above signature certifies the agency's TIN number is

366005840 conducting business as a Governmental Entity.

DUNS Number 021427505

UEI DX1NHP44F4K5

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:
George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Michael Prater, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

Draft

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☒ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
City of Crystal Lake	McHenry	21-00131-00-SW	C-90-150-23	

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction				STATE-ITEP	$672,525.60	(1)	Local		BAL	$672,525.60
Participating Construction				STATE	$84,065.70	(2)	Local	$84,065.70	BAL	$168,131.40
Construction Engineering				STATE-ITEP	$100,800.00	(1)	Local		BAL	$100,800.00
Construction Engineering				STATE	$12,600.00	(2)	Local	$13,087.00	BAL	$25,687.00
	Total			Total	$869,991.30		Total	$97,152.70		$967,144.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

(1) Maximum STATE (ITEP) participation 80%, NTE $773,325.60 (CE portion 80%, NTE $100,800)
(2) Maximum STATE participation 50%, NTE $25,200 (CE portion 50%, NTE $12,600)

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

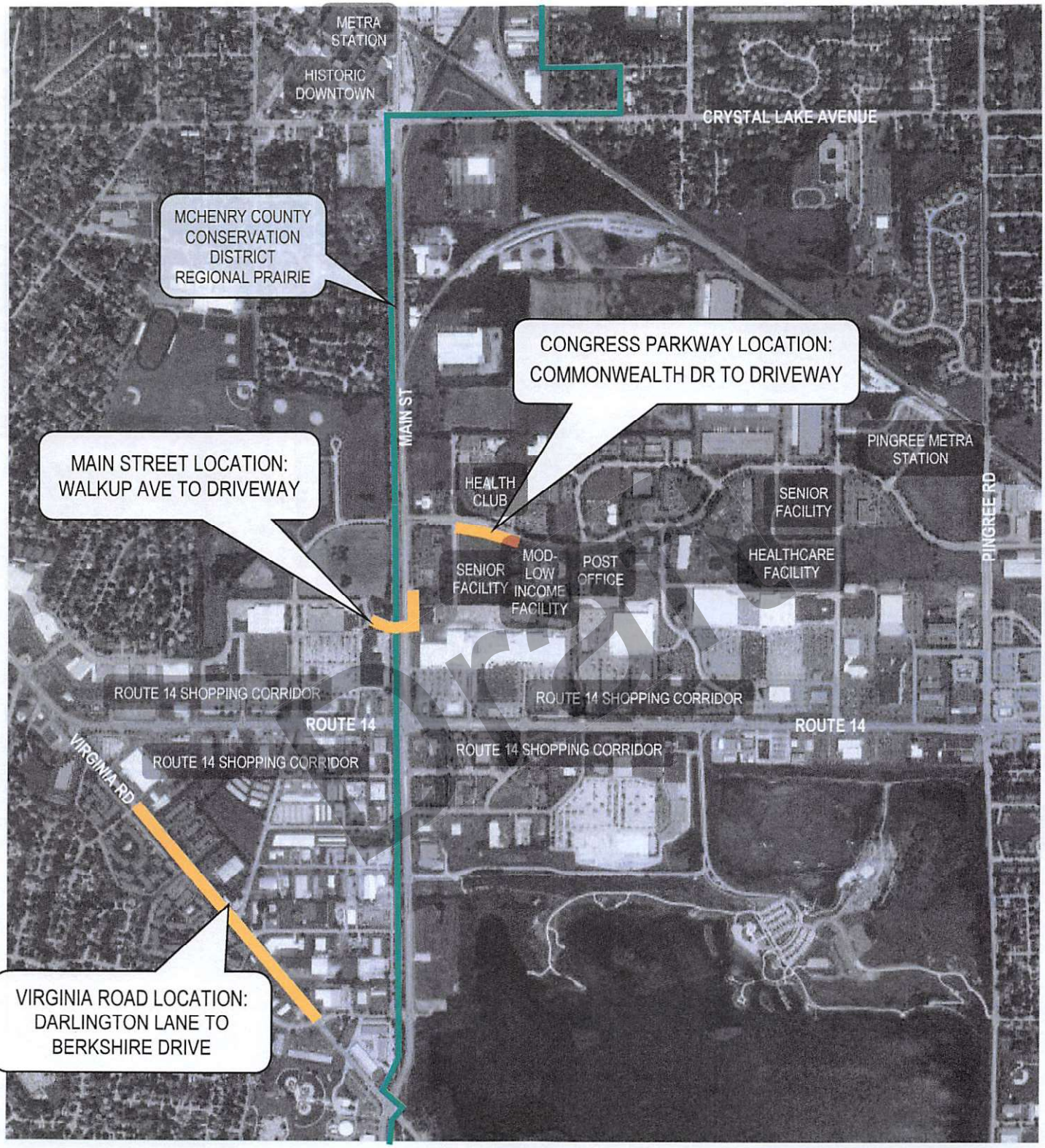
Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Draft

LOCATION MAP



Crossing at Main Street



Draft

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
City of Crystal Lake	21-00131-00-SW	McHenry		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/ or Elected Officials?	**0 points** - no significant changes in the last 4 or more years; **1 point** - minor changes, but majority of key staff and officials have not changed in the last 4 years; **2 points** - significant key staff or elected leadership changes within the last 3 years; **3 points** - significant key staff and elected leadership changes within the last 3 years	0
	What is the LPA's history with federal-aid funded transportation projects?	**0 points** - One or more federal-aid funded transportation projects initiated per year; **1 point** - At least one project initiated within the past three years; **2 points** - AT least one project initiated within the past 5 years; **3 points** - None or more than 5 years	0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	**0 points** - Full-time employee with experience designated as being in "responsible charge"; **1 point** - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; **2 points** - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; **3 points** - LPA staff have no prior experience or technical expertise and relying solely on consultant	0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	**0 points** - No; **1 point** - Delays of 6 or more months; **2 points** - Delays of up to 1 year; **3 points** - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	**0 points** - yes; **3 points** - no	0
	What is the LPA's accounting system?	**0 points** - Automated accounting software; **1 point** - Spreadsheets; **2 points** - paper only; **3 points** - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	**0 points** - yes; **3 points** - no	0
Audits	When was the last time a financial statement audit was conducted?	**0 points** - in the past year; **1 point** - in the past two years; **2 points** - in the past three years; **3 points** - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	**0 points** - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; **1 point** - Financial review?; **2 points** Other type? or no audit required; **3 points** - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	**0 points** - no; **3 points** - yes, or no audits required	0
	Have the findings been resolved?	**0 points** - yes or no findings; **1 point** - in progress; **3 points** - no	0

Summary of Risk	
General History of Performance	0
Financial Controls	0
Audits	0
Total	0

District Review Signature & Date

Central Office Review Signature & Date

Additional Requirements? ☐ Yes ☐ No

Draft

Local Public Agency	Section Number	State Job Number	Project Number
City of Crystal Lake	21-00131-00-SW	C9015023	IE0D(234)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did City of Crystal Lake (LPA) expend more than $750,000 in federal funds in aggregate from all federal sources?

   ☒ Yes ☐ No

2. Does the City of Crystal Lake (LPA) anticipate expending more than $750,000 in federal funds in aggregate from all federal sources in the current City of Crystal Lake (LPA) fiscal year?

   ☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if $750,000 or more in federal funds are expended in a single fiscal year.

   a. Has the City of Crystal Lake (LPA) performed a single audit for their previous fiscal year?

   ☐ Yes ☐ No IN PROGRESS

   i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)*?

   ☐ Yes ☐ No

   b. For the current fiscal year, does the City of Crystal Lake (LPA) intend to comply with Subpart F of 2 CFR 200?

   ☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Jodie Hartman	Director of Finance	City of Crystal Lake

Signature & Date

Draft

Local Public Agency	Section Number	State Job Number	Project Number
City of Crystal Lake	21-00131-00-SW	C9015023	IE0D(234)

SCHEDULE NUMBER 5

Resolution No. _____

A Resolution for:

Section Number 21-00131-00-SW

State Job Number C-90-150-23

Project Number IE0D(234)

WHEREAS, the City of Crystal Lake is proposing to

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the City of Crystal Lake

Section 1: The City of Crystal Lake hereby appropriates $93,000.00 or as much as may be needed to match the required funding to complete the proposed improvement from MFT Funding and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The City Manager is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The City Clerk of Crystal Lake is directed to transmit 2 (two) copies of the AGREEMENT and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

I, Nick Kachiroubas (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Crystal Lake (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 Crystal Lake (Name of Local Public Agency) at a meeting held on _____ (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16 (Day) day of July, 2024 (Month, Year).

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Draft

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: July 16, 2024

Item: Bid Rejection and Award – Public Works Fleet Garage Slab Replacement

Staff Recommendation:

1. Motion to adopt a Resolution rejecting all bids from the June 6, 2024 bid opening for the Public Works Fleet Garage Slab Replacement project

2. Motion to award the bid for the Public Works Fleet Garage Slab Replacement project to the lowest responsive and responsible bidder, Unified Construction Group, LLC, and adopt a Resolution authorizing the City Manager to execute a contract with Unified Construction Group, LLC. in the amount of $325,621.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

Staff Contact: Michael Magnuson, P.E., Director of Public Works and Engineering

---

Background:

The Public Works garage floor has reached the end of its service life and requires replacement. Areas of the floor continue to crack and break apart creating cavities in the surface of the floor. These breaks develop into tripping hazards and require regular corrective maintenance in order to maintain a safe working environment for the employees in the garage. Due to the size of the garage and the constant use of the facility by Public Works employees and equipment, this project has been broken down into several phases over the next several years. This year is the second phase of the project and includes replacement of the floor in the Fleets vehicle service areas of the garage. The project will include removal and replacement of the current floor, replacement of trench drains, replacement of the in ground triple basin oil separator, installation of a new floor drain, and removal of a below grade vehicle lift.

On June 6, 2024, staff publicly opened and read aloud bids received for the Public Works Fleet Garage Slab Replacement project. Three bids were received at this opening, and were significantly higher than the budget for this project. City staff reviewed and revised the scope of work for the Public Works Fleet Garage Slab Replacement project, subsequently rebidding it. On July 3, 2024, staff publicly opened and read aloud bids received for the revised Public Works Fleet Garage Slab

Replacement project. The bid total includes all work associated with the concrete removal and replacement, and environmental testing and removal, if necessary, of contaminated soils. The bid included an alternate for an epoxy sealer which is not being presented or recommended for award. The bid results are summarized as follows:

	v Unified Construction Westmont, IL	**Honch Concrete** Barrington Hills, IL	**Berglund Construction** Chicago, IL	**Manusos General Contracting** Fox Lake, IL
Bid Total	$325,621.00	$325,639.00	$387,350.00	$526,790.00

Recommendation

This contract is being presented pursuant to a competitive bidding process. Under such process, the contract is to be awarded to the "lowest responsive and responsible bidder." The lowest responsive and responsible bidder is the contractor: (i) whose bid substantially conforms to the material provisions of the bid specifications, (ii) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with bid specifications, and (iii) whose bid price is lowest among the responsive and responsible bidders. Selecting a contractor on bases not set forth in the bid specifications can lead to challenges to the City's award.

Staff and the City's consultant, Wold Architects and Engineers, have reviewed the bids and checked the references for Unified Construction Group, LLC. They meet all of the City's requirements. Funds are available in the FY2024B budget for this work.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the floor of the Public Works garage has reached the end of its service life and requires replacement; and

WHEREAS the CITY, received and publicly opened the bids for the Public Works Fleet Garage Slab Replacement project on June 6, 2024 where the three bids received were greater than the budgeted amount of the project; and

WHEREAS CITY staff reviewed the project, made adjustments to the scope of work to be completed, and determined that the project should be re-bid; and

WHEREAS the CITY then re-bid the project and received and publicly opened bids for the Public Works Fleet Garage Slab Replacement on July 3, 2024; and

WHEREAS the lowest responsive and responsible bidder is Unified Construction Group, LLC

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT FURTHER RESOLVED that the bids of June 6, 2024 are hereby rejected for the Public Works Fleet Garage Slab Replacement project; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Unified Construction Group, LLC for the Public Works Fleet Garage Slab Replacement project in the bid amount $325,621.00; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute change orders for up to 10% of the contract amount and to approve warranted completion date change orders relating to the contract.

DATED this 16th day of July, 2024.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: July 16, 2024
APPROVED: July 16, 2024

Draft

PW Fleets Garage Floor Replacement

Bid Opening: 7/3/24, 10:30am

			Unified Construction, Westmont, IL		**Honch Concrete,** Barrington Hills, IL		**Berglund Construction,** Chicago, IL		**Manusos General Contracting,** Fox Lake, IL	
Description	**Unit**	**Qty**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
Base Bid: Removal and replacement of structural concrete slab with associated work as called out in the plans and specifications.	L. SUM	1	$ 280,291.00	$ 280,291.00	$ 285,439.00	$ 285,439.00	$ 341,000.00	$ 341,000.00	$ 467,000.00	$ 467,000.00
Allowance No. 1: Include the stipulated sum of $15,000 to provide environmental testing and reporting for contaminated soils.	L. SUM	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
Allowance No. 2: Include the stipulated sum of $15,000 for the relocation reconnection, or removal of unknown under-slab mechanical and electrical.	L. SUM	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
Unit Price #1: Excavation Unsuitable Soils/Fill - Excavation, removal and disposal offsite of existing soils or unusable fill in areas where required.	CY	30	$ 91.00	$ 2,730.00	$ 60.00	$ 1,800.00	$ 207.00	$ 6,210.00	$ 245.00	$ 7,350.00
Unit Price #2: Excavation and Disposal of Contaminated Material - Excavation, removal and disposal offsite of contaminated material.	CY	30	$ 220.00	$ 6,600.00	$ 160.00	$ 4,800.00	$ 226.00	$ 6,780.00	$ 346.00	$ 10,380.00
Unit Price #3: Backfill Soils/Clean Fill Import - Importing, placing and compacting CA 6 engineered fill in areas where excavation was required.	CY	60	$ 100.00	$ 6,000.00	$ 60.00	$ 3,600.00	$ 56.00	$ 3,360.00	$ 201.00	$ 12,060.00
TOTAL BASE BID:				**$ 325,621.00**		**$ 325,639.00**		**$ 387,350.00**		**$ 526,790.00**
SCHEDULE OF ALTERNATE PRICES										
Description	**Unit**	**Qty**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
Alternate No. 1: Fluid Applied Flooring Urethane Slurry Flooring System in lieu of base bid Water Repellant Concrete Sealer	L. SUM	1	$ 74,780.00	**$ 74,780.00**	$ 99,000.00	**$ 99,000.00**	$ 55,500.00	**$ 55,500.00**	$ 73,088.00	**$ 73,088.00**

July 10, 2024

Ernie Hagenow
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014

Re: City of Crystal Lake
Public Works Fleet Garage Slab Replacement
Commission No. 243041

Dear Ernie:

We recommend the following be presented to the City Council.

On Wednesday, July 3, 2024 at 10:30 a.m., bids were received from four contractors for the Public Works Fleet Garage Slab Replacement project. A bid tabulation is attached for reference. The selection of alternates does not affect the low bidder.

For the total base bid scope of work, Unified Construction from Westmont, Illinois submitted the low bid in the amount of $325,621.00. The City does not wish to proceed with the additional work identified as Alternate #1.

We conducted a scope review meeting with Unified Construction, and have concluded that they accounted for all the requirements for the project in their bid.

We are recommending award of bid to Unified Construction in the amount of $325,621.00.

Please feel free to contact me with any questions.

Sincerely,

Wold Architects and Engineers

Kirsta Ehmke

Kirsta Ehmke| AIA
Associate

Attachment

cc: Mike Wisinski, City of Crystal Lake
Matt Bickel, Wold

TD/GOV-IL-CI_Crystal Lake/Public Works/243041/_Admin/Letters/2024.07.10 Letter to Ernie Hagenow

Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, IL 60067
woldae.com | 847 241 6100

PLANNERS
ARCHITECTS
ENGINEERS

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: July 16, 2024

Item: Bid Award - 2024 Pavement Marking Program

Staff Recommendation: 1.) Motion to adopt a Resolution awarding a contract for Thermoplastic Pavement Markings to the lowest responsive and responsible bidder, Superior Road Striping, Inc., in the submitted bid amounts for a not-to-exceed amount of $80,000 and authorize warranted completion date change orders

2.) Motion to adopt a Resolution awarding a contract for Hot Spray Thermoplastic Pavement Markings to the lowest responsive and responsible bidder, Precision Pavement Markings, Inc., in the submitted bid amounts for a not-to-exceed amount of $20,000 and authorize warranted completion date change orders

Staff Contact: Michael Magnuson, P.E., Director of Public Works and Engineering

---

Background:
The City of Crystal Lake participates in the McHenry County Municipal Partnership Initiative (McMPI), where regional communities collaborate by preparing and soliciting bids for various projects. McMPI allows members to combine purchasing power to leverage cost savings. This year, the McMPI bid for thermoplastic pavement markings was administered by the McHenry County Division of Transportation. The bid was divided into three categories of thermoplastic pavement markings, and bids were solicited from each bidder for each category. The City plans to use thermoplastic pavement markings from Group 1 - Thermoplastic Pavement Markings and Group 2 - Hot Spray Thermoplastic Pavement Markings. On April 17, 2024, the bids were publicly opened by the McHenry County Division of Transportation. Bids for Group 1 and Group 2 markings were received from two contractors. The low bid for Group 1 – Thermoplastic Pavement Markings was submitted by Superior Road Striping, Inc., and the low bid for Group 2 – Hot Spray Thermoplastic Pavement Markings was submitted by Precision Pavement Markings, Inc. All bids were reviewed and evaluated individually for each category of thermoplastic pavement marking. The bid results are provided below:

Thermoplastic Pavement Markings: Group 1 - Thermoplastic Pavement Markings
4/17/2024 @ 10:00 am

Item No.	Items	Unit	Engineer's Estimate			Precision Pavement Markings, Inc.		Superior Road Striping, Inc.	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Thermo Pvt Mkgs-Line 4"	ft	198,957	$0.75	$149,217.75	$0.70	$139,269.90	$0.70	$139,269.90
	Thermo Pvt Mkgs-Line 6"	ft	30,768	$1.25	$38,460.00	$1.40	$43,075.20	$1.00	$30,768.00
	Thermo Pvt Mkgs-Line 8"	ft	700	$1.85	$1,295.00	$1.50	$1,050.00	$1.50	$1,050.00
	Thermo Pvt Mkgs-Line 12"	ft	7,565	$2.60	$19,669.00	$2.00	$15,130.00	$2.50	$18,912.50
	Thermo Pvt Mkgs-Line 24"	ft	4,455	$5.50	$24,502.50	$4.95	$22,052.25	$5.00	$22,275.00
	Thermo Pvt Mkgs-Letters & Symbols	sq ft	6,683.2	$5.50	$36,757.60	$4.95	$33,081.84	$5.00	$33,416.00
	Pvt Mkg-Removal	sq ft	68,779.3	$0.65	$44,706.55	$0.35	$24,072.76	$0.30	$20,633.79
	TOTAL				$314,608.40		$277,731.95		**$266,325.19**

Low Bid

Thermoplastic Pavement Markings: Group 2 - Hot Spray Thermoplastic Pavement Markings
4/17/2024 @ 10:00 am

Item No.	Items	Unit	Engineer's Estimate			Precision Pavement Markings, Inc.		Superior Road Striping, Inc.	
			Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Hot Spray Thermplastic Pvt Mkg - Line 4"	ft	270,131	$0.40	$108,052.40	$0.26	$70,234.06	$0.35	$94,545.85
	Hot Spray Thermplastic Pvt Mkg - Line 6"	ft	60,000	$0.60	$36,000.00	$0.45	$27,000.00	$0.45	$27,000.00
	TOTAL				$144,052.40		**$97,234.06**		$121,545.85

Low Bid

Recommendation:

These contracts are being presented pursuant to a competitive bidding process. Under such process, the contract is to be awarded to the "lowest responsive and responsible bidder." The lowest responsive and responsible bidder is the contractor: (i) whose bid substantially conforms to the material provisions of the bid specifications, (ii) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with bid specifications, and (iii) whose bid price is lowest among the responsive and responsible bidders. Selecting a contractor on bases not set forth in the bid specifications can lead to challenges to the City's award.

It is the recommendation of City staff is to award the contract for Thermoplastic Pavement Markings to the lowest responsive and responsible bidder, Superior Road Striping, Inc., in the bid unit pricing for a not-to-exceed amount of $80,000.00

It is the recommendation of City staff is to award the contract for Hot Spray Thermoplastic Pavement Markings to the lowest responsive and responsible bidder, Precision Pavement Markings, Inc., in the bid unit pricing for a not-to-exceed amount of $20,000.00

Funds have been budgeted for this work.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE has identified the need to replace various pavement markings throughout the CITY; and

WHEREAS, the CITY participates in the McHenry County Municipal Purchasing Initiative (McMPI) with other public agencies to leverage purchasing power; and

WHEREAS, the McMPI conducted a joint public bid for pavement markings and opened bids publically on April 17, 2024; and

WHEREAS, the lowest responsible and responsive bidder for Thermoplastic Pavement Markings is Superior Road Striping, Inc.; and

WHEREAS, the lowest responsible and responsive bidder for Hot Spray Thermoplastic Pavement Markings is Precision Pavement Markings, Inc.

Draft

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Superior Road Striping, Inc. for Thermoplastic Pavement Markings work in the bid unit price amounts for a not-to-exceed amount of $80,000; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Precision Pavement Markings, Inc. for Hot Spray Thermoplastic Pavement Markings work in the bid unit price amounts for a not-to-exceed amount of $20,000; and

BE IT FURTHER RESOLVED that the Mayor is authorized to approve warranted completion date change orders relating to the contract.

DATED this 16th day of July, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: July 16, 2024
APPROVED: July 16, 2024

Draft

Illinois Department of Transportation

Local Public Agency Material Proposal or Deliver & Install Proposal

Proposal Submitted By:

Contractor's Name: Superior Road Striping, Inc.

Contractor's Address	City	State	Zip Code
225 Miles Parkway	Bartlett	IL	60103

STATE OF ILLINOIS

Local Public Agency	County	Section Number
McHenry County Division of Transportation	McHenry	24-00000-05-GM

Street Name/Road Name	Type of Funds
Various County, Township, Village and City Streets with McHenry County	Non-MFT

☐ Material proposal ☒ Deliver and Install Proposal ☐ Plans

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

Joseph R Korpalski Jr — Digitally signed by Joseph R Korpalski Jr Date: 2024.03.26 13:32:33 -05'00'

County Engineer
On behalf of IDOT pursuant to Agreement of Understanding dated March 4, 2005

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

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

Superior Road Striping

Illinois Department of Transportation

Material Proposal Schedule of Prices

Local Public Agency	County	Section Number
McHenry County Division of Transportation	McHenry	24-00000-05-GM

Material Proposal Schedule of Prices

Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
1	Thermo Pvt Mkgs - Line 4"		ft	198957	.70	139,269.90
	Thermo Pvt Mkgs - Line 6"		ft	30768	1.00	30,768.00
	Thermo Pvt Mkgs - Line 8"		ft	700	1.50	1,050.00
	Thermo Pvt Mkgs - Line 12"		ft	7565	2.50	18,912.50
	Thermo Pvt Mkgs - Line 24"		ft	4455	5.00	22,275.00
	Thermo Pvt Mkgs - Ltrs&Sym		sq ft	6683.2	5.00	33,416.00
	Pvt Mkgs Removal		sq ft	68779.3	.30	20,633.79
						266,325.19

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Bidder Signature & Date

4/4/24

Address	City	State	Zip Code
225 Miles Parkway	Bartlett	IL	60103

Illinois Department of Transportation

Local Public Agency Material
Proposal or Deliver & Install Proposal

Proposal Submitted By:

Contractor's Name: Precision Pavement Markings, Inc.

Contractor's Address	City	State	Zip Code
1220 Bell Court	Pingree Grove	IL	60140

STATE OF ILLINOIS

Local Public Agency	County	Section Number
McHenry County Division of Transportation	McHenry	24-00000-05-GM

Street Name/Road Name	Type of Funds
Various County, Township, Village and City Streets with McHenry County	Non-MFT

☐ Material proposal ☒ Deliver and Install Proposal ☐ Plans

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

Joseph R Korpalski Jr — Digitally signed by Joseph R Korpalski Jr Date: 2024.03.26 13:32:33 -05'00'

County Engineer
On behalf of IDOT pursuant to Agreement of Understanding dated March 4, 2005

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

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

Precision Pavement Markings

Illinois Department of Transportation

Material Proposal Schedule of Prices

Local Public Agency	County	Section Number
McHenry County Division of Transportation	McHenry	24-00000-05-GM

Material Proposal Schedule of Prices

Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
2	HS Thermo Pvt Mkgs - Ln 4"		ft	270131	0.26	70,234.06
	HS Thermo Pvt Mkgs - Ln 6"		ft	60000	0.45	27,000.00
						$97,234.06

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Bidder Signature & Date

Billy J. Salzo 4/12/24

Address	City	State	Zip Code
1220 Bell Court	Pingree Grove	IL	60140

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: July 16, 2024

Item: Bid Award – Cold Storage Building Construction Project

Staff Recommendation: Motion to award the bid for Construction of a Cold Storage Building to the lowest responsive and responsible bidder, Boller Construction Company, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with Boller Construction Company, Inc. in the amount of $644,000.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

Staff Contact: Michael Magnuson, P.E., Director of Public Works and Engineering

---

Background:
As the City has expanded its services and facilities to keep pace with growth, there has been a corresponding increase in the need for storage space. A new unheated storage building is being proposed to address this demand, providing a dedicated area for the safekeeping of equipment and materials that do not require temperature control. The proposed building, constructed of steel siding and roofing materials and a concrete slab floor, will be situated at the City's Main Street equipment and debris storage site. The construction plan includes an additional gate to maintain access to the existing facilities.

The new building will replace off-site storage that the City currently rents. A City facility will eliminate future rental costs, rent increases, and eliminate the potential of having to relocate off-site storage if the lease is not renewed.

City staff reached out to multiple contractors in an effort to solicit competitive bids. On June 25, 2024, staff publicly opened and read aloud the bids received. The breakdown of responsive bids is as follows:

Description	Unit	Quantity	√ Boller Construction Waukegan, IL		Foundation Mechanics Chicago, IL	
			Unit Price	Total Price	Unit Price	Total Price
Storage Building with Foundations	LS	1	$ 426,240.00	$ 426,240.00	$ 690,000.00	$ 690,000.00
Excavation, Grading and Shaping Special	LS	1	$ 44,000.00	$ 44,000.00	$ 50,000.00	$ 50,000.00
Subgrade Improvement	CY	50	$ 200.00	$ 10,000.00	$ 110.00	$ 5,500.00
Aggregate Base Course Type B 6"	SY	1300	$ 18.00	$ 23,400.00	$ 20.00	$ 26,000.00
Hot-Mix Asphalt Driveway Pavement 7.5"	SY	630	$ 73.00	$ 45,990.00	$ 90.00	$ 56,700.00
PCC Surface 5"	SY	670	$ 70.00	$ 46,900.00	$ 10.00	$ 6,700.00
Pipe Culvert 10" Complete	FT	67	$ 115.00	$ 7,705.00	$ 400.00	$ 26,800.00
Chain Link Steel Sliding Cantilever Gate Complete	LS	1	$ 21,300.00	$ 21,300.00	$ 25,000.00	$ 25,000.00
PVC Conduit, 1.5" Special	FT	70	$ 59.50	$ 4,165.00	$ 30.00	$ 2,100.00
Perimeter Erosion Control Barrier	FT	200	$ 8.50	$ 1,700.00	$ 5.00	$ 1,000.00
Restoration	SY	900	$ 14.00	$ 12,600.00	$ 8.00	$ 7,200.00
		TOTAL:		**$ 644,000.00**		**$ 897,000.00**

√ Indicates recommended lowest responsible bidder

Recommendation:

It is the recommendation of City staff to award the Cold Storage Building Construction contract to the lowest responsive and responsible bidder, Boller Construction Company, Inc., in the amount of $644,000.00

This contract is being presented pursuant to a competitive bidding process. Under such process, the contract is to be awarded to the "lowest responsive and responsible bidder." The lowest responsive and responsible bidder is the contractor: (i) whose bid substantially conforms to the material provisions of the bid specifications, (ii) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with bid specifications, and (iii) whose bid price is lowest among the responsive and responsible bidders. Selecting a contractor on bases not set forth in the bid specifications can lead to challenges to the City's award.

City staff has reviewed the bids and have found them to meet all of the City's requirements. Construction will take place in 2024. Funds have been budgeted for this project in the current fiscal year totaling $500,000. Savings or delays of other capital projects will be used to offset the difference.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS, the CITY'S growth and its corresponding expansion of services and facilities necessitates additional storage capacity; and

WHEREAS, it is desirable to construct a new unheated storage building at the Main Street site to accommodate equipment and materials; and

WHEREAS the CITY received and publicly opened bids for the Cold Storage Building Construction Project on June 25, 2024; and

WHEREAS the lowest responsive and responsible bidder is Boller Construction Company, Inc.

Draft

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Boller Construction Company, Inc., for the Cold Storage Building Construction Project in the amount of $644,000.00; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute change orders for up to 10% of the contract amount and to approve warranted completion date change orders relating to the contract.

DATED this 16th day of July, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: July 16, 2024
APPROVED: July 16, 2024

Draft

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE CONSTRUCTION OF

PUBLIC WORKS COLD STORAGE BUILDING

BIDDER'S PROPOSAL

Full Name of Bidder Boller Construction Company Inc ("Bidder")

Principal Office Address 3045 Washington Street, Waukegan, IL 60085

Local Office Address Same as above

Contact Person Joe Henderson Telephone 847-662-5566

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: ***Michael Wisinski – Public Works Manager***
SEALED BID: PUBLIC WORKS COLD STORAGE BUILDING

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the ***PUBLIC WORKS COLD STORAGE BUILDING***; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies

Boller Construction

PROPOSAL

SCHEDULE OF PRICES

	Description	Unit	Qty	Unit Price	Total Price
	STORAGE BUILDING WITH FOUNDATIONS	L. SUM	1	426,240	426,240
	EXCAVATION, GRADING, AND SHAPING SPECIAL	L. SUM	1	44,000	44,000
	SUBGRADE IMPROVEMENT	CY	50.0	200	10,000
	AGGREGATE BASE COURSE TYPE B 6"	SY	1300.0	18	23,400
	HOT-MIX ASPHALT DRIVEWAY PAVEMENT 7.5"	SY	630.0	73	45,990
	PCC SURFACE 5"	SY	670.0	70	46,900
	PIPE CULVERT 10" COMPLETE	FT	67.0	115	7,705
	CHAIN LINK STEEL SLIDING CANTILEVER GATE COMPLETE	L. SUM	1	21,300	21,300
	PVC CONDUIT, 1.5" SPECIAL	FT	70	59.50	4,165
	PERIMETER EROSION CONTROL BARRIER	FT	200	8.50	1,700
	RESTORATION	SY	900	14.00	12,600
				Total	644,000

TOTAL CONTRACT PRICE:

Six Hundred Forty-Four Thousand Dollars and Zero Cents
(in writing) (in writing)

644,000 Dollars and 00 Cents
(in figures) (in figures)

A. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;

2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE CONSTRUCTION OF

PUBLIC WORKS COLD STORAGE BUILDING

BIDDER'S PROPOSAL

Full Name of Bidder Foundation Mechanics, LLC ("Bidder")

Principal Office Address 8604 W. Catalpa Ave., Suite 907, Chicago, IL 60656

Local Office Address 8604 W. Catalpa Ave., Suite 907, Chicago, IL 60656

Contact Person Jon Kelecius Telephone 773-234-3087

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: *Michael Wisinski – Public Works Manager*
SEALED BID: PUBLIC WORKS COLD STORAGE BUILDING

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the ***PUBLIC WORKS COLD STORAGE BUILDING***; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies

Foundation Mechanics

SCHEDULE OF PRICES

	Description	Unit	Qty	Unit Price	Total Price
	STORAGE BUILDING WITH FOUNDATIONS	L. SUM	1	$690,000.00	$690,000.00
	EXCAVATION, GRADING, AND SHAPING SPECIAL	L. SUM	1	$50,000.00	$50,000.00
	SUBGRADE IMPROVEMENT	CY.	50.0	$110.00	$5,500.00
	AGGREGATE BASE COURSE TYPE B 6"	SY	1300.0	$20.00	$26,000.00
	HOT-MIX ASPHALT DRIVEWAY PAVEMENT 7.5"	SY	630.0	$90.00	$56,700.00
	PCC SURFACE 5"	SY	670.0	$10.00	$6,700.00
	PIPE CULVERT 10" COMPLETE	FT	67.0	$400.00	$26,800.00
	CHAIN LINK STEEL SLIDING CANTILEVER GATE COMPLETE	L. SUM	1	$25,000.00	$25,000.00
	PVC CONDUIT, 1.5" SPECIAL	FT	70	$30.00	$2,100.00
	PERIMETER EROSION CONTROL BARRIER	FT	200	$5.00	$1,000.00
	RESTORATION	SY	900	$8.00	$7,200.00
				Total	$897,000.00

TOTAL CONTRACT PRICE:

Eight hundred ninety-seven thousand (in writing) Dollars and Zero (in writing) Cents

897,000 (in figures) Dollars and 0 (in figures) Cents

A. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;

2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums

Agenda Item No: 21

City Council
Agenda Supplement

Meeting Date: July 16, 2024

Item: Bid Award - Pavement Rejuvenation Program

Staff Recommendation: Motion to award the Pavement Rejuvenation Program Bid to the lowest responsive and responsible bidder, Corrective Asphalt Materials, LLC and adopt a Resolution authorizing the City Manager to execute a contract with Corrective Asphalt Materials, LLC in the bid amount per square yard and to authorize the City Manager to review and approve necessary completion date change orders relating to the contract

Staff Contact: Michael Magnuson, P.E., Director of Public Works and Engineering

---

Background:

Various pavement preservation techniques such as crack sealing, patching, and application of pavement rejuvenators are used by the City to extend pavement life. These applications extend the life of asphalt by several years allowing the roadway a longer service life before a full resurfacing is needed.

In previous pavement rejuvenation applications, the City has used various products, each yielding different levels of effectiveness. To ensure the success of this year's Pavement Rejuvenation Program, the product specifications were based on those of a previously used product that demonstrated proven effectiveness. This approach ensures that the product used will meet the City's high standards and performance criteria.

On July 2, 2024, staff publicly opened and read aloud bids received for the Pavement Rejuvenation Program. The breakdown of the single bid is as follows:

Bidder	*Product*	Year 1 (2024)	Optional Year 2 (2025)	Optional Year 3 (2026)
		Price Per Square Yard		
Corrective Asphalt Materials, LLC	Reclamite	$1.20	$1.25	$1.30

The bid specifications do not identify a specific product, only general requirements to restore the asphaltenes and maltenes binders in the asphalt. Only one bidder chose to bid on the project.

Recommendation:

This contract is being presented pursuant to a competitive bidding process. Under such process, the contract is to be awarded to the "lowest responsive and responsible bidder." The lowest responsive and responsible bidder is the contractor: (i) whose bid substantially conforms to the material provisions of the bid specifications, (ii) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with bid specifications, and (iii) whose bid price is lowest among the responsive and responsible bidders. Selecting a contractor on bases not set forth in the bid specifications can lead to challenges to the City's award.

Corrective Asphalt Materials, LLC meets all of the City's requirements and has previously performed this work for the City with satisfactory results. Therefore, it is the recommendation of City staff is to award the contract to Corrective Asphalt Materials, LLC, in the submitted bid unit prices. This City has budged $100,000.00 for this work in the current fiscal year.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE strives to maintain the City's pavements in a good condition through effective preventative maintenance measures such as crack sealing, pavement patching, and pavement rejuvenation; and

WHEREAS the CITY received and publicly opened bids for the Pavement Rejuvenation Program on July 2, 2024; and

WHEREAS the lowest responsive and responsible bidder for the Pavement Rejuvenation Program contract was Corrective Asphalt Materials, LLC.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Corrective Asphalt Materials, LLC. for pavement rejuvenation in the bid unit prices; and

BE IT FURTHER RESOLVED that City Manager is authorized to approve up to two one-year extensions of this contract, with option year pricing in the bid amounts; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve warranted completion date change orders relating to the contract.

DATED this 16th day of July, 2024.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: July 16, 2024
APPROVED: July 16, 2024

Draft

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE CONSTRUCTION OF

2024 PAVEMENT REJUVENATION PROGRAM

BIDDER'S PROPOSAL

Full Name of Bidder Corrective Asphalt Materials, LLC ("Bidder")

Principal Office Address 300 Daniel Boone Trail, South Roxana, IL 62087

Local Office Address 43W630 Wheeler Rd., Sugar Grove, IL 60554

Contact Person Mike Sumrall Telephone (630) 465-4142

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: ***Michael Wisinski – Public Works Manager***
SEALED BID: 2024 PAVEMENT REJUVENATION PROGRAM

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the ***2024 PAVEMENT REJUVENATION PROGRAM***; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies

SCHEDULE OF PRICES

YEAR # 1 BASE BID:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	TOTAL
1	ASPHALT REJUVENATION	SQ YD	75,000	$ 1.20	$ 90,000.00
TOTAL YEAR # 1 BASE BID				$ 90,000.00	

YEAR # 2 (OPTIONAL) BASE BID:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	TOTAL
1	ASPHALT REJUVENATION	SQ YD	75,000	$ 1.25	$ 93,750.00
TOTAL YEAR # 2 BASE BID				$ 93,750.00	

YEAR # 3 (OPTIONAL) BASE BID:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	TOTAL
1	ASPHALT REJUVENATION	SQ YD	75,000	$ 1.30	$ 97,500.00
TOTAL YEAR # 3 BASE BID				$ 97,500.00	

TOTAL CONTRACT PRICE YEAR 1:

Ninety Thousand (in writing) Dollars and no (in writing) Cents

90,000 (in figures) Dollars and 00 (in figures) Cents

Agenda Item No: 22

City Council
Agenda Supplement

Meeting Date: July 16, 2024

Item: Resolution Amendment – Public Works Electrical Services

Staff Recommendation: Motion to amend the Resolution (Res.23R-132) for various Electrical Services increasing the annual not-to-exceed amount from $75,000 to $100,000.

Staff Contact: Michael Magnuson, Director of Public Works & Engineering

---

Discussion:

On August 1, 2023 the City Council adopted Resolution 23R-82 awarding a non-exclusive contract for Public Works Electrical Services to Ron Jones Electric, Inc. This contract was the result of an open Request for Proposal (RFP) process for electrical services and was awarded based on qualifications, hourly rates, and material markups. The contract is for one year with two optional one-year extensions. The RFP results from August are provided below for reference:

	Year 1		Year 2		Year 3	
Service Rate	**√Ron Jones Electric**	**Associated Electric**	**√Ron Jones Electric**	**Associated Electric**	**√Ron Jones Electric**	**Associated Electric**
Normal Hourly Rate	$120.00	$140.00	$123.00	$143.00	$127.00	$146.00
Overtime Rate (Monday - Friday)	$168.00	$210.00	$172.00	$213.00	$177.00	$216.00
Premium Rate (Monday – Friday)	$213.00	$280.00	$220.00	$283.00	$225.00	$286.00
Weekend Rate	$168.00 Sat. $213.00 Sun.	$280.00	$172.00 Sat. $177.00 Sun.	$283.00	$220.00 Sat. $225.00 Sun.	$286.00
Holiday Rate	$213.00	$280.00	$220.00	$283.00	$225.00	$286.00
Materials Markup	10%	30%	10%	30%	10%	30%

√ - Indicates pricing of the recommended proposal

The contract was awarded for small individual projects and general repairs on an as needed basis at a variety of City facilities including the Municipal Complex, wastewater treatment plants, water treatment plants, sanitary pump stations, fire stations, and facilities at Three Oaks Recreation Area. Resolution 23R-82 placed an annual limit of $25,000 for the entire contract (not projects). The limit of $25,000 annually did not accurately reflect what was necessary for these services and was amended on November 21, 2023, with Resolution 23R-132, increasing the not-to-exceed limit written in Resolution 23R-82 to $75,000. In the requisite months since the not-to-exceed limit was increased, the Public Works Department, Fire Department, IT Department, and Three Oaks Recreation Area

have made use of the contracted hourly rates for small projects and repairs. Based on the documented need for electrical services at a variety of City facilities for multiple departments and the utility of the contracted hourly rates, the Public Works Department requests to increase the annual not-to exceed limit written into Resolution 23R-132 from $75,000 to $100,000. This increase will allow the Public Works Department and other City Departments to use the funds that have been previously budgeted for electrical services using the Public Works Electrical Services contract with Ron Jones Electrical, Inc. The contract limits individual projects of $18,000 or less. Projects more than $18,000 will require quotes from other vendors or a bid if over $25,000.

Recommendation:

It is the recommendation of the Public Works Department that the annual not-to-exceed amount in Resolution 23R-132 be increased from $75,000 to $100,000. Funds have been budgeted for this increase in the not-to-exceed amount. City legal counsel has previously reviewed this action.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS On August 1, 2023 the City Council adopted Resolution 23R-82 awarding a non-exclusive contract for Public Works Electrical Services to Ron Jones Electric, Inc. (the "Contract") based upon guaranteed hourly rates. Included in this Resolution is a not-to exceed amount of $25,000 limiting the amount that can be spent annually in conjunction with the Contract; and

WHEREAS the Contract provides pricing for electrical reparis and small projects, securing pricing for small, individual projects and repairs throughout all of Public Works on an as needed basis for individual repair and/or maintenance projects valued at less than $18,000; and

WHEREAS this contract is intended to cover various electrical services at a wide range of Public Works facilities including water wells, treatment plants, wastewater plants, wastewater lift stations, various municipal buildings; and

WHEREAS on November 21, 2023 the City Council adopted Resolution 23R-132 increasing the non-to-exceed amount written in Resolution 23R-82 from $25,000 to $75,000; and

WHEREAS an annual not-to-exceed amount of $75,000 written in Resolution 23R-132 needs to be increased to reflect the demand for the services;

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT FURTHER RESOLVED that Resolution 23R-132 for the not-to-exceed contract limit of $75,000 for the contract between the CITY OF CRYSTAL LAKE and Ron Jones Electric, Inc. for Public Works Electrical Services shall be amended to increase the annual not-to-exceed amount from $75,000 to $100,000.

Draft

DATED this 16th day of July, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: July 16, 2024

APPROVED: July 16, 2024

Draft

Agenda Item No: 23

City Council
Agenda Supplement

Meeting Date: July 16, 2024

Item: Designated Pass-through Fund Agreement with the Community Foundation for McHenry County

Staff Recommendation: Motion to adopt a Resolution to enter into a pass-through fund agreement and authorizing the City Manager to execute the agreement with the Community Foundation for McHenry County.

Staff Contact: Kathryn Cowlin, Director of Community Development
Jodie Hartman, Director of Finance

Background:
There are multiple projects within the City's Capital Improvement Plan and various strategic plans that could benefit from private donations. Such projects include the Downtown Public Place Plans (Plaza at Gates and Main Streets, Depot Park and Railroad Street Shared Street concept), Route 14 Beautification Project, Three Oaks Recreation Area projects and public art installations. In an effort to assist with funding of these projects, the City desires to establish a pass-through fund with the Community Foundation. This fund would allow for private individuals to make donations specifically for the project improvements. The City would then be able to draw upon these funds during the construction of the projects.

There are many advantages to a pass-through fund such as:
• Community Foundation Investment Portfolio: The Foundation has the ability to invest the donations and thereby grow the monies in the fund. The Foundation has access to investment tools not available to the City directly.
• Donors can remain anonymous, if desired.
• Donors will know exactly how the money was spent since the fund would be specifically earmarked for the project(s).
• Community Foundation oversight: The Foundation staff would accept donations and manage the fund. All requests for disbursement will be evaluated by the Foundation Board to ensure the funds are used to meet the purpose of the agreement.

In exchange for these benefits, the Community Foundation does charge an administrative fee. The current rate is 2%, subject to change by the Foundation Board. The Foundation has agreed to

waive all fees until the first $10,000 has been deposited. Staff is confident that the fee is appropriate and reasonable for the services to be received.

Recommendation:

Based upon the information discussed above, staff believes that establishing the fund would be a benefit to the City and recommends moving forward with an agreement with the Community Foundation.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS to allow for the collection of private donations for various City projects through a Designated Pass-through Fund; and

WHEREAS, the Community Foundation for McHenry County administers such Designated pass-through Funds; and

WHEREAS, it is in the City's interest to enter into an agreement to create a Designated Pass-through Fund with the Community Foundation for McHenry County.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute an agreement between The Community Foundation and the City of Crystal Lake for a Designated Pass-through Fund.

Draft

DATED this 16th day of July, 2024

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By:_____
MAYOR

SEAL

ATTEST

_____
CITY CLERK

Designated Pass-Through Fund Agreement Between the City of Crystal Lake and The Community Foundation for McHenry County DRAFT

This Agreement (Agreement) is made and entered into as of _____, 2024, by and between The Community Foundation for McHenry County ("CFMC") and the City of Crystal Lake, Illinois ("City").

Recitals

WHEREAS, the City of Crystal Lake desires to establish a Designated Pass-Through Fund (the "Fund") with CFMC; and

WHEREAS, CFMC is an Illinois nonprofit corporation exempt from federal income taxes under Internal Revenue Code (Code) section 501(c)(3), a public charity, and accordingly an appropriate institution within which to establish such a Designated Pass-Through Fund;

WHEREAS, CFMC is willing and able to hold and administer such a Designated Pass-Through Fund, for the City, subject to the terms and conditions hereof.

Draft

General Provisions

NOW THEREFORE, the parties agree as follows:

1. **GIFT AND FUND DESIGNATION.** CFMC reserves the right to accept or reject any particular gift. CFMC may accept additional irrevocable gifts of property (cash, publicly traded securities, or other assets) from donors or from any other source to be added to the Fund. All gifts, bequests and devises to this Fund shall be irrevocable once accepted by CFMC.

2. PURPOSE. The purpose of the Fund shall be to provide support to the City as directed by the CFMC Board of Directors. Such support shall be used to further the charitable purpose of building and sustaining projects and improvements to the City of Crystal Lake and shall be consistent with the mission and purposes of CFMC.

3. DISTRIBUTIONS. The ordinary income, capital appreciation (realized and unrealized), and principal (both historic dollar value and any principal contributions, accumulations, additions, or reinvestments) allocable to the Fund, net of the fees and expenses set forth in this Agreement, may be committed, granted, or expended solely for purposes described in this Agreement. Distributions for purposes consistent with charitable purposes set forth above will be made to the City, upon the City's written request.

A fund distribution request can be made by the City Manager of Crystal Lake for the purposes set forth above.

If any gift to CFMC for the Fund is accepted subject to lawful conditions or restrictions as to the use of the gift or income therefrom, such lawful conditions or restrictions will be honored, subject, however, to the authority of the CFMC Board to vary the terms of any gift if continued adherence to any condition or restriction is in the judgement of the CFMC Board unnecessary, incapable of fulfillment, or inconsistent with the charitable or other exempt purposes of CFMC or the needs of the community served by CFMC. No distribution shall be made from the Fund that may, in the judgement of CFMC jeopardize or be inconsistent with CFMC's nonprofit status.

4. ADMINISTRATIVE PROVISIONS. Notwithstanding anything herein to the contrary, CFMC shall hold and administer the Fund, and all contributions and assets allocable to the Fund, subject to the provisions of applicable law and CFMC's Articles of Incorporation and Bylaws, as amended from time to time.

The City and CFMC understand that the Bylaws of CFMC and applicable tax laws require that CFMC Board of Directors have variance power over the assets donated to the Fund. CFMC retains the power to modify any restriction or condition on any distribution from the Fund for any specified charitable purpose if, in the sole judgement of CFMC Board of Directors, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the City. CFMC also retains the power, in CFMC's sole discretion, to modify or withhold any distribution of income or principal if such distribution would otherwise fail to qualify for a charitable purpose as defined in Section 170(c) of the Internal Revenue Code.

Draft

5. CONDITIONS FOR ACCEPTANCE OF GIFTS. The City agrees and acknowledges that the establishment of the Fund is made in recognition of, and subject at all times to, applicable law and the terms and conditions of CFMC's Articles of Incorporation and Bylaws, as amended from time to time, and that the Fund shall at all times be subject to such terms and conditions, including, but not by way of limitation, provisions from:

a. Presumption of City of Crystal Lake's intent;
b. Variance from Donors' direction; and
c. Amendments.

6. PUBLICATION OF DONOR NAMES. The names of donors may be listed on the City and CFMC's website, and/or similar public relations communications. Exceptions will be made for any donor who specifically requests anonymity. CFMC and the City will not publish the specific amount of any donor's gift without the written permission of the donor.

7. CONTINUITY OF THE FUND. The Fund shall continue so long as assets are available in the Fund and the purposes of the Fund can be served by its continuation.

8. NOT A SEPARATE TRUST. The Fund shall be a component fund of CFMC. All money and property in the Fund shall be held as general assets of CFMC and segregated as trust property of a separate trust.

9. ACCOUNTING. The receipts and disbursements of the Fund shall be accounted for separately from those of other gifts to CFMC.

10. INVESTMENT OF FUND ASSETS. CFMC shall have all powers necessary, or in its judgement desirable, to carry out the purposes of the Fund including, but not limited to, the power to retain, invest and reinvest the assets of the Fund and the power to commingle the assets of the Fund for investment purposes with those of other funds or CFMC's general assets.

11. COSTS OF THE FUND. It is understood that the Fund shall share a fair portion of the total investment and administrative costs and expenses of CFMC. Those costs and expenses charged against the Fund shall be determined in accordance with the current fee schedule identified by CFMC as applicable to funds of this type, as such schedule may be amended by CFMC from time to time. Any costs and expenses incurred by CFMC in accepting, transferring, or managing property donated to CFMC for the Fund, (including reasonable attorney fees) of any claim or proceeding with respect to the Fund in which CFMC is prevailing party, also shall be paid from the Fund. CFMC agrees to waive administrative costs until the Fund reaches a minimum amount of $10,000.

Draft

12. ADVISORS. The following individual may serve as the sole Advisor to the Fund. If there is no individual serving in that position in the City, or if the City determines to appoint another individual to serve as Advisor, they shall do so in writing, which appointment must be approved by the City.

Unless otherwise designated, the sole advisor shall be the then acting Crystal Lake City Manager.

In **WITNESS WHEREOF,** the parties have executed this **AGREEMENT** the day and year first written above.

_____ _____
Amy Hernon, Executive Director Date
The Community Foundation for McHenry County

_____ _____
Eric Helm, City Manager Date
City of Crystal Lake, Illinois

Draft

EXHIBIT A

LIST OF INITIAL DONATIONS TO FUND

Cash:

Publicly Traded Securities:

- Value:
- Date of Transfer:
- Description of Stock:
- Number of Shares:

Draft

Agenda Item No: 24

City Council
Agenda Supplement

Meeting Date: July 16, 2024

Item: New National Multistate Opioid Settlement Agreement

Staff Recommendation: Motion to adopt a Resolution authorizing the City of Crystal Lake to participate in the new national opioid settlement agreements and execute the settlement participation forms noted in this agenda supplement.

Staff Contact: Eric T. Helm, City Manager
Victor Filippini, City Special Legal Counsel

Background:

The negative public health impact of opioid addiction is widely chronicled. Thousands of lawsuits have been filed by state and local governments against opioid distributors and manufacturers requesting compensation due to the negative impact of opioid addiction. Over the last several years negotiations occurred to reach a single nationwide settlement with state and local governments.

In 2021, the City Council approved a resolution authorizing the City of Crystal Lake to participate in the national multistate opioid settlement with the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen and the manufacturer Janssen Pharmaceuticals, Inc. and its parent company, Johnson & Johnson. Again in 2022, additional settlement agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. At the March 21, 2023 City Council meeting, the City Council approved this settlement agreement.

To date, the City has received $168,911 from these settlements. The proposed settlement requires Kroger to pay up to $1.2 billion over 11 years to State and local governments.

These settlement amounts are earmarked for use by participating states and local subdivisions to remediate or abate opioid addiction from the previous settlement agreement. Since Illinois is participating in the settlement, the City could receive settlement funds. The amount the City could receive will be based on the number of communities participating and the terms of the final settlement. Settlement funds are restricted to funding future opioid remediation efforts, including opioid user treatment and support, preventing future misuse, and training first responders to address opioid misuse.

The Illinois Attorney General encourages Illinois local governments participate in the settlement since the settlement funds will allow local governments to make meaningful change to curb opioid addiction. Also, the level of participation will determine whether the pharmacies and the manufacturers agree to the settlement terms. In addition, prior to the City participating in the initial settlements, the City consulted the Illinois Municipal League (IML) to receive its feedback on the proposed settlement. *The IML legal counsel offered no reasons for the City to not "opt-in" on the settlement*. Except for the communities that have previously filed litigation against the pharmaceutical providers, the IML is unaware of any communities that have affirmatively decided to not participate in the settlement. The State encouraged participation by passing PA 102-85, which requires home rule and non-home rule communities to receive permission from the Attorney General prior to filing suit against the parties in question. Receiving this approval is unlikely; therefore, the only opportunity to receive funds from pharmaceutical distributors and manufacturers would be through the settlement noted in this supplement.

Next Steps

At this stage, local governments are requested to sign the attached settlement participation forms. The City's participation in the settlement is optional. If the City were to participate, the City will need to sign the attached settlement participant forms by August 12, 2024.

If the City participates, it will not be able to bring any other opioid-related claims against the settling defendants. By entering into the settlement, the City would agree to not bring a claim or suit against the pharmaceutical distributors or manufacturers. The City's special legal counsel is not aware of any City damages that would warrant an individual lawsuit against the pharmaceutical industry (assuming that permission from the Attorney general could be secured). Since the City does not have an outstanding lawsuit against the settling defendants, it would not be negatively impacted by this requirement.

Also attached to this supplement is a summary of the settlement, the allocation agreement and a news article regarding this topic.

City special legal counsel has reviewed the attached settlement forms and finds that they present minimal risk to the City, and they would make the City eligible to receive funds from the settlement amounts without incurring legal fees or exposing the City to litigation risks.

Votes Required to Pass:

Simple majority

The City of Crystal Lake

RESOLUTION APPROVING
PARTICIPATION IN NATIONWIDE OPIOID SETTLEMENT
AND EXECUTION OF SETTLEMENT PARTICIPATION FORM

Resolution 24R-82

WHEREAS, the City of Crystal Lake, Illinois ("***City***") is a home rule unit of local government pursuant to the provisions of Section 6, Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the State of Illinois is engaged in investigation, prosecution, and litigation of multiple claims seeking penalties, restitution, disgorgement of revenues, costs to remediate public nuisances, damages, and injunctive relief against numerous pharmaceutical manufacturers, distributors, and other related persons and entities arising from their actions or inactions that allegedly contributed to the opioid epidemic and related public health crisis; and

WHEREAS, multiple other States and local governmental bodies are engaged in litigation of various similar claims against pharmaceutical manufacturers, distributors, and other related persons and entities relating to the opioid epidemic; and

WHEREAS, a proposed nationwide settlement has been reached that would resolve certain opioid-related litigation brought by States and local governments against the Kroger Co. ("***Kroger***"); and

WHEREAS, the State of Illinois is a "Settling State" under a proposed Settlement Agreement with Kroger dated March 22, 2024 (the "***Proposed Settlement***"), and the City is eligible to opt-in to participate in the Proposed Settlement as a "Participating Subdivision"; and

WHEREAS, in order to confirm the City's participation in the Proposed Settlement, the City is required to execute a certain settlement participation form by August 12, 2024, which is attached hereto as Exhibit A (the "***Settlement Participation Form***"); and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the City and its residents to approve this Resolution in order to formalize the City's participation

Draft

in the Proposed Settlement and to approve execution and submission of the Settlement Participation Form on behalf of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS, AS FOLLOWS:

SECTION I. Recitals. The foregoing recitals are incorporated as though fully set forth herein.

SECTION II. Approval and Authorization. The Mayor and City Council hereby formally approve the City's participation in the Proposed Settlement and the execution and submission of the Settlement Participation Form. The City Manager and/or the designees of the City Manager are hereby authorized and directed to take such further actions and execute such additional documents as may be necessary and appropriate to formalize the City's participation in the Proposed Settlement.

SECTION III. EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED this 16th day of July, 2024.

APPROVED by me this 16th day of July, 2024.

Draft

City of Crystal Lake, an

Illinois municipal corporation

_____

Haig Haleblian, MAYOR

SEAL

ATTEST:

_____

Nick Kachiroubas, CITY CLERK

PASSED: June 18, 2024
APPROVED: June 18, 2024

EXHIBIT A

Settlement Participation Form

Draft

DocuSign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

Subdivision Participation and Release Form

Governmental Entity: Crystal Lake city	State: IL
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at *https://nationalopioidsettlement.com/*.

3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National

Draft

DocuSign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

Draft

DocuSign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Draft

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Crystal Lake city, IL
Reference Number: CL-791447

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("Settling Defendant"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Illinois is participating in the Kroger settlement.

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.
- The Illinois Opioid Allocation Agreement

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state.

Monies coming to Illinois from the New National Opioids Settlement will be allocated in accordance with the Illinois Opioid Allocation Agreement, a copy of which is included with this packet for your reference. As stated above, even if your subdivision is listed in the Illinois Opioid Allocation Agreement as one eligible to receive a direct share of opioid settlement monies, you still must sign the Participation Form for this new settlement in order to receive a direct distribution. Additionally, please note that pursuant to Paragraphs 2.B and 2.C of the Illinois Opioid Allocation Agreement, when notified by the Illinois Attorney General that Illinois has reached a settlement with one or more Opioid Defendants, participating local governments shall release their claims against such Opioid Defendant(s).

Information and documents regarding the *New National Opioids Settlement* can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Illinois Attorney General's Office at opioidsettlement@ilag.gov.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

Subdivision Participation and Release Form

Governmental Entity: Crystal Lake city	State: IL
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at *https://nationalopioidsettlement.com/*.

3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

ILLINOIS OPIOID ALLOCATION AGREEMENT

This Agreement is entered into by and among the following Parties: (i) the People of the State of Illinois by Kwame Raoul, the Attorney General of the State of Illinois (the "Attorney General"); and (ii) Cook County, DuPage County, Kane County, Lake County, Madison County, McHenry County, St. Clair County, Will County, and Winnebago County (the "Original Participating Local Governments" or "Original-PLGs").

WHEREAS, a number of the Original-PLGs are investigating and prosecuting their claims as detailed in a consolidated lawsuit currently pending in the Circuit Court of Cook County as case number 2017-L-013180 (the "OPLG-Lawsuit"), seeking (and intending to seek) penalties, restitution, disgorgement of revenues, and costs to remediate the public nuisance as well as damages against numerous pharmaceutical manufacturers, distributors, and other related persons and entities arising from their actions and/or inactions which contributed to the opioid epidemic and resulting public health crisis;

WHEREAS, the Attorney General is investigating and prosecuting claims, as detailed in lawsuits currently pending in the Circuit Court of Cook County as case numbers 2019-CH-04406 and 2019-CH-10481 (the "IAG-Lawsuits"), seeking (and intending to seek) penalties, restitution, disgorgement of revenues, and costs to remediate the public nuisance as well as injunctions against numerous pharmaceutical manufacturers, distributors, and other related persons and entities arising from their actions and/or inactions which contributed to the opioid epidemic and resulting public health crisis;

WHEREAS, the OPLG-Lawsuit includes claims brought in the name of the People of the State of Illinois under Section 7 of the Consumer Fraud and Deceptive Business Practices Act by multiple Original-PLGs (the "Section 7 Claims");

WHEREAS, the Attorney General also asserts Section 7 claims on behalf of the People of the State of Illinois, which are currently pending, and has filed a motion, seeking to stay the OPLGs' Section 7 claims while the Attorney General continues to investigate the opioid crisis and prosecute the IAG-Lawsuits. The OPLGs oppose the motion;

WHEREAS, the Parties desire to allow other local Illinois governmental units to join this Agreement in the future and to ensure the fair apportionment of all sums collected from any Opioid Defendant, as defined below, by way of judgment or settlement to best serve the People of the State of Illinois;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

1. **Definitions**

A. "Illinois Remediation Fund" means the escrow fund that will be established to hold certain monies distributed or directed to be distributed by the Attorney General into such fund pursuant to Section 3 of this Agreement which are directed for distribution by an agency of the State of Illinois and shall be exclusively used for programs and purposes that address Illinois' opioid crisis and its collateral damage, including but not limited to programs and grants that address the opioid epidemic through prevention, treatment, harm reduction and sustained recovery.

B. "LGs" mean "Local Governmental Units" and includes all Illinois counties and municipalities.

C. "LG Recovery Fund" means the escrow fund that will be established to hold certain monies distributed by the Attorney General into such fund pursuant to Section 3 of this Agreement, consisting of the LGs' share of any settlements or recoveries from Opioid Defendants.

D. "LPLGs" means "Litigating Participating Local Governmental Units" and includes the OPLGs who filed a lawsuit on or before September 1, 2020, all LGs represented by OPLG-Counsel (regardless of whether such LGs appeared in a lawsuit) and Subsequent-PLGs, provided such Subsequent-PLGs filed their appearance in Opioid Litigation on or before September 1, 2020.

E. "LPLG-Counsel" means law firms representing LPLGs who were retained to represent an LPLG in Opioid Litigation on or before September 1, 2020.

F. "NP-LGs" means "Non-Participating Local Governmental Units" and includes all LGs which are not PLGs (defined below).

G. "National Multistate Opioid Settlement" means any agreement to which (i) the State of Illinois and at least two other states are parties and (ii) in which the State of Illinois agrees to release claims that is has brought or could have brought in an action against an Opioid Defendant or has such claims released in a final order entered by a court. "National Multistate Opioid Settlement" includes (i) any form or resolution reached in a bankruptcy proceeding, provided that the Attorney General both agrees to the specific terms of such resolution or agreement in a bankruptcy proceeding and announces his or her agreement in the record of such bankruptcy proceeding, or (ii) a final order entered by the bankruptcy court.

H. "OPLG-Counsel" means "Counsel for the Original Participating Local Governments" and includes the outside counsel who have executed fee agreements with the Original-PLGs and who were retained to represent the Original Participating Local Governments.

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

I. "Opioid Defendant(s)" means: (i) any and all presently named or subsequently added defendants in the Opioid Litigation (defined below); and (ii) any other person or entity that, in return for a release from liability related to the Opioid Litigation, makes a payment directly or indirectly to the State of Illinois or to any PLG. For purposes of clarity, this Agreement shall not apply to any settlement or judgment involving McKinsey or Insys nor shall it apply to any settlement or judgment involving an Opioid Defendant for any claim or other matters unrelated to the opioid epidemic and resulting public health crisis.

J. "Opioid Litigation" means: (i) the OPLG-Lawsuit, (ii) the IAG-Lawsuits, and (iii) any judgment or settlement resolving civil claims brought by or that could have been brought by the PLGs or the Attorney General relating to the opioid epidemic and resulting public health crisis. For purposes of clarity, Medicaid Fraud qui tam claims are not included in the definition of "Opioid Litigation" and are not subject to this Agreement.

K. "Original-PLGs" means "Original Participating Local Governments" and includes the following local Illinois governmental units: Cook County; DuPage County; Kane County; Lake County; Madison County; McHenry County; St. Clair County; Will County; and Winnebago County.

L. "PLGs" means "Participating Local Governments" and includes the Original-PLGs and the Subsequent-PLGs (defined below).

M. "Subsequent-PLGs" means Local Governmental Units, other than Original-PLGs, which (i) execute a Joinder Agreement in the form attached as **Exhibit D** no later than January 2, 2022, in order to maximize recovery for the State of Illinois under such National Multistate Opioid Settlement unless granted a lengthier period of time to join this agreement by the Attorney General, and (ii) provide the Attorney General written notice and evidence of such execution within 2 business days thereafter.

2. **Litigation and Resolutions**

A. The Attorney General has filed in the OPLG-Lawsuit a Notice to Exercise the Right to Prosecute Litigation Brought in the Name of the People of the State of Illinois and Motion to Stay. Any PLG that has brought a claim that purports to be on behalf of the People of the State of Illinois will agree to the entry of an Agreed Order or filed Stipulation: (i) staying their claims brought in the name of the State of Illinois pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act and the Illinois Uniform Deceptive Trade Practices Act and any other claims purported to be brought on behalf of the People of the State of Illinois; and, (ii) subject to the terms of Section 2(B) below, which provides that LPLGs may, in their discretion, continue to prosecute their remaining causes of action.

B. LPLGs may, in their discretion, continue to prosecute their remaining claims (other than the claims stayed by operation of the foregoing paragraph) unless and until the

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

Attorney General notifies LPLG-Counsel that Illinois has reached a settlement with one or more of the Opioid Defendants that requires the release of the PLGs' claims against such settling Opioid Defendant(s). In such event, the LPLGs, including any LPLG's respective State's Attorneys, shall release all of their claims against such settling Opioid Defendant(s) in accordance with the terms of the settlement agreement negotiated by the Attorney General, provided that any recovery from such settling Opioid Defendant(s) shall be distributed by the Attorney General in accordance with the terms of Section 3 of this Agreement.

C. If the Attorney General notifies the PLGs that Illinois has reached a settlement with one or more of the Opioid Defendants that requires the release of the PLGs' claims against such settling Opioid Defendant(s), the PLGs, including any PLG's respective State's Attorneys, shall release all of their claims against such settling Opioid Defendant(s) in accordance with the terms of the settlement agreement negotiated by the Attorney General. Any recovery from such settling Opioid Defendant(s) shall be distributed by the Attorney General in accordance with the terms of Section 3 of this Agreement.

3. **Distribution of Settlements or other Recoveries**

A. Any sums collected related to Opioid Litigation by the Attorney General from any Opioid Defendant by way of judgment or settlement in a National Multistate Opioid Settlement shall be distributed as follows to ensure, among other things, that 70% of all such judgment or settlement proceeds are used to support specified opioid remediation or abatement programs:

a. Twenty percent (20.0%) shall be distributed to the State of Illinois, at least one-quarter ($1/4^{th}$) of which shall be used to support opioid remediation programs included in the list of Approved Abatement Programs attached as **Exhibit B.** The State shall track and report all spending used to support opioid remediation programs.

b. (i) Fifteen percent (15%) shall be distributed into the LG Recovery Fund and shall be allocated in accordance with the percentages set forth in the Municipalities and Townships Allocation Table attached hereto as **Exhibit A-1** to (1) municipalities and townships who are PLGs and who have filed a lawsuit against an Opioid Defendant by September 1, 2020, and (2) municipalities who are PLGs with a population of at least 30,000 according to the 2019 United States Census Population Estimate whether or not they have filed a lawsuit against an Opioid Defendant. Any amount remaining in the LG Recovery Fund following this distribution shall be allocated among counties who are PLGs in accordance with the percentages set forth in the Counties Allocation Table attached hereto as **Exhibit A-2**.

(ii) In addition to any amounts remaining following the allocation in paragraph 3(A)(b)(i) of this agreement, Ten percent (10%) shall be distributed into the LG Recovery Fund to be allocated among counties who are PLGs in accordance with the procedures set forth in **Exhibit A-2** of this Agreement. Counties who receive an

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

allocation from this portion of the LG Recovery Fund are obligated to use such distributions to support opioid remediation programs in their community through uses included in the list of Approved Abatement Programs attached as **Exhibit B**. Each LG receiving an allocation from this portion of the LG Recovery Fund shall track and quarterly report to the Attorney General all monies spent to support opioid remediation programs.

c. Fifty-Five Percent (55%) shall be distributed into the Illinois Remediation Fund. A Remediation Fund Advisory Board shall be appointed to provide nonbinding recommendations regarding the administration and distribution of the Illinois Remediation Fund. The Remediation Fund Advisory Board, when making recommendations, will seek to ensure an equitable allocation of resources to all parts of the state, taking into consideration population as well as other factors relevant to opioid abatement, including rates of Opioid Use Disorder, Overdose Deaths, and amounts of opioids shipped into each region as measured in Morphine Milligram Equivalents. All funds disbursed from the Remediation Fund shall go to support uses included in the list of Approved Abatement Programs attached as **Exhibit B**. In addition, funds disbursed from the Remediation Fund shall go to support abatement uses that provide services in each of the seven regions identified in **Exhibit C**, with the allocation of resources being equitable across regions, taking into consideration population as well as other factors relevant to opioid abatement, including rates of Opioid Use Disorder, Overdose Deaths, and amounts of opioids shipped into each region as measured in Morphine Milligram Equivalents. The Attorney General or his delegate shall appoint the members of the Remediation Fund Advisory Board at his sole discretion, provided that at least one half (1/2) of the voting members of the Advisory Board shall be representatives of the PLGs as determined by the PLGs.

B. Any sums collected related to Opioid Litigation by a PLG from any Opioid Defendant by way of judgment or settlement shall be turned over to the Attorney General for distribution pursuant to this Section 3.

C. Funds allocated to LGs or LPLG-Counsel under Exhibit R (Agreement on Attorney's Fees, Expenses, & Costs) of the Distributor Settlement Agreement and the Janssen Settlement Agreement, or to the State under Exhibit N (Additional Restitution Amount) or Exhibit T (Agreement on the State Cost Fund Administration) of those settlement agreements shall be in addition to the allocations set forth in paragraph 3 of this Agreement and are not subject to the allocations in this Agreement. Funds allocated pursuant to provisions which are substantially similar in any subsequent settlement shall not be subject to the allocations in this Agreement.

4. **Miscellaneous**

A. Each PLG agrees to take all necessary actions and to cooperate with each other to cause this Agreement to become effective, to obtain all necessary approvals, consents, and authorizations, if any, and to execute all documents, including any necessary sign-on forms

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

that may be required in connection with any National Multistate Opioid Settlement, and to take such other action as may be appropriate in connection herewith.

B. This Agreement may be executed in counterparts, each of which shall constitute one and the same document. The Parties acknowledge that facsimile or electronically transmitted signatures shall be valid for all purposes.

C. The State of Illinois shall not be responsible for any attorney's fees or expenses payable by an LG to LPLG-Counsel or any other legal counsel and payment of all attorney's fees and expenses to LPLG-Counsel or any other legal counsel shall be made in accordance with the provisions of Exhibit A (the Administration of the LG Recovery Fund) and Exhibit A-3 (the Back-Stop Agreement).

D. This Agreement shall be enforceable only upon execution by the Attorney General.

E. All expenditures made by the State or LGs from funds allocated under this Agreement must comply with the provisions of applicable Settlement Agreements.

F. Other provisions of this Agreement notwithstanding, all funds received from *In Re: Purdue Pharma L.P., et al., 19-23649 (RDD)*, shall be used only for permissible abatement purposes.

G. This Agreement shall be considered an "intrastate allocation agreement" as that term is used in 735 ILCS 5/13-226(b)(2) and (d).

H. This Agreement shall be considered a "Statewide Abatement Agreement" for purposes of *In Re: Purdue Pharma, L.P., et al., 19-23649*, and a "State-Subdivision Agreement" for purposes of the Distributor and Janssen Settlement Agreements.

I. Backstop Agreement

a. An LPLG, in accordance with paragraph D in Exhibit A relating to Administration of the LG Recovery Fund, may separately agree to use its share of the LG Recovery Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Backstop Agreement") so long as such contingency fees do not exceed a total contingency fee of 25% of the total gross recovery of the PLG, inclusive of contingency fees from any Multistate Attorney Contingency Fee Fund and the State Backstop Agreement.

b. Before seeking fees or litigation costs and expenses from a State Backstop Agreement, private counsel representing a LPLG must first seek contingency fees and costs from any Attorney Contingency Fee Fund or Cost Funds created under a National Opioid Multistate Settlement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

c. To effectuate a State Backstop Agreement pursuant to this section, an agreement in the form of Exhibit A-3 may be entered into by a LPLG, private counsel, and the Attorney General. The Attorney General shall, upon the request of a LPLG, execute any

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

agreement executed by a LPLG and its private counsel if it is in the form of Exhibit A-3. For the avoidance of doubt, this section does not require a LPLG to request or enter into a State Backstop Agreement, and no State Backstop Agreement shall impose any duty or obligation on the State of Illinois or any of its agencies or officers, including without limitation the Attorney General.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their representatives as of the dates set forth below

SIGNATURE PAGES FOLLOW

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

12/30/2021

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERRAL
On behalf of the STATE OF ILLINOIS

KIMBERLY M. FOXX Date
As State's Attorney of Cook County and on behalf of Cook County

ROBERT B. BERLIN Date
As State's Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER Date
As State's Attorney of Kane County and on behalf of Kane County

ERIC RINEHART Date
As State's Attorney of Lake County and on behalf of Lake County

PATRICK D. KENNEALLY Date
As State's Attorney of McHenry County and on behalf of McHenry County

TOM HAINE Date
As State's Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC Date
As State's Attorney of St. Clair County and on behalf of St. Clair County

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERRAL
On behalf of the STATE OF ILLINOIS

12/22/2021
KIMBERLY M. FOXX Date
As State's Attorney of Cook County and on behalf of Cook County

ROBERT B. BERLIN Date
As State's Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER Date
As State's Attorney of Kane County and on behalf of Kane County

ERIC RINEHART Date
As State's Attorney of Lake County and on behalf of Lake County

PATRICK D. KENNEALLY Date
As State's Attorney of McHenry County and on behalf of McHenry County

TOM HAINE Date
As State's Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC Date
As State's Attorney of St. Clair County and on behalf of St. Clair County

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERRAL
On behalf of the STATE OF ILLINOIS

KIMBERLY M. FOXX Date
As State's Attorney of Cook County and on behalf of Cook County

12/15/2021
ROBERT B. BERLIN Date
As State's Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER Date
As State's Attorney of Kane County and on behalf of Kane County

ERIC RINEHART Date
As State's Attorney of Lake County and on behalf of Lake County

PATRICK D. KENNEALLY Date
As State's Attorney of McHenry County and on behalf of McHenry County

TOM HAINE Date
As State's Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC Date
As State's Attorney of St. Clair County and on behalf of St. Clair County

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

KWAME RAOUL
ILLINOIS ATTORNEY GENERRAL
On behalf of the STATE OF ILLINOIS

Date

KIMBERLY M. FOXX
As State's Attorney of Cook County and on behalf of Cook County

Date

ROBERT B. BERLIN
As State's Attorney of DuPage County and on behalf of DuPage County

Date

Jamie J. Mosser 12/22/2021
JAMIE L. MOSSER
As State's Attorney of Kane County and on behalf of Kane County

Date

ERIC RINEHART
As State's Attorney of Lake County and on behalf of Lake County

Date

PATRICK D. KENNEALLY
As State's Attorney of McHenry County and on behalf of McHenry County

Date

TOM HAINE
As State's Attorney of Madison County and on behalf of Madison County

Date

JAMES GOMRIC
As State's Attorney of St. Clair County and on behalf of St. Clair County

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERRAL
On behalf of the STATE OF ILLINOIS

KIMBERLY M. FOXX Date
As State's Attorney of Cook County and on behalf of Cook County

ROBERT B. BERLIN Date
As State's Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER Date
As State's Attorney of Kane County and on behalf of Kane County

12·13·21
ERIC RINEHART Date
As State's Attorney of Lake County and on behalf of Lake County

PATRICK D. KENNEALLY Date
As State's Attorney of McHenry County and on behalf of McHenry County

TOM HAINE Date
As State's Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC Date
As State's Attorney of St. Clair County and on behalf of St. Clair County

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERRAL
On behalf of the STATE OF ILLINOIS

KIMBERLY M. FOXX Date
As State's Attorney of Cook County and on behalf of Cook County

ROBERT B. BERLIN Date
As State's Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER Date
As State's Attorney of Kane County and on behalf of Kane County

ERIC RINEHART Date
As State's Attorney of Lake County and on behalf of Lake County

12/17/21
PATRICK D. KENNEALLY Date
As State's Attorney of McHenry County and on behalf of McHenry County

TOM HAINE Date
As State's Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC Date
As State's Attorney of St. Clair County and on behalf of St. Clair County

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERRAL
On behalf of the STATE OF ILLINOIS

KIMBERLY M. FOXX Date
As State's Attorney of Cook County and on behalf of Cook County

ROBERT B. BERLIN Date
As State's Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER Date
As State's Attorney of Kane County and on behalf of Kane County

ERIC RINEHART Date
As State's Attorney of Lake County and on behalf of Lake County

PATRICK D. KENNEALLY Date
As State's Attorney of McHenry County and on behalf of McHenry County

Dec. 20, 2021

TOM HAINE Date
As State's Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC Date
As State's Attorney of St. Clair County and on behalf of St. Clair County

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERRAL
On behalf of the STATE OF ILLINOIS

KIMBERLY M. FOXX Date
As State's Attorney of Cook County and on behalf of Cook County

ROBERT B. BERLIN Date
As State's Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER Date
As State's Attorney of Kane County and on behalf of Kane County

ERIC RINEHART Date
As State's Attorney of Lake County and on behalf of Lake County

PATRICK D. KENNEALLY Date
As State's Attorney of McHenry County and on behalf of McHenry County

TOM HAINE Date
As State's Attorney of Madison County and on behalf of Madison County

12/14/21

JAMES GOMRIC Date
As State's Attorney of St. Clair County and on behalf of St. Clair County

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

DECEMBER 17, 2021

JAMES W. GLASGOW Date
As State's Attorney of Will County and on behalf of Will County

J. HANLEY Date
As State's Attorney of Winnebago County and on behalf of Winnebago County

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

JAMES W. GLASGOW Date
As State's Attorney of Will County and on behalf of Will County

12/17/2021
J. HANLEY Date
As State's Attorney of Winnebago County and on behalf of Winnebago County

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

EXHIBIT A TO ILLINOIS OPIOID ALLOCATION AGREEMENT

ADMINISTRATION OF THE LG RECOVERY FUND

Each Original-PLG who executed the Illinois Opioid Allocation Agreement and any Subsequent-PLG who executed the Joinder to the Illinois Opioid Allocation Agreement acknowledges and agrees that all sums deposited by the Attorney General into the LG Recovery Fund shall be administered as follows:

A. A Special Master shall be nominated by the majority of PLG votes, with each County PLG with a population of ten thousand or more residents and each other PLG with a population of thirty thousand or more residents receiving one vote for each ten thousand residents within its jurisdictional borders based upon the 2019 United States Census Population Estimate. The Special Master shall be nominated within sixty (60) days of the initial funding of the LG Recovery Fund. The person so nominated shall not be appointed Special Master unless he or she receives the written approval of the Attorney General. If the Attorney General does not approve the nomination, then the process shall repeat and the PLGs shall nominate another person to be Special Master, until a nomination is approved by the Attorney General. Such subsequent nomination shall occur within 30 days of the Attorney General declining to give written approval of the initially nominated Special Master.

B. All costs associated with the work of the Special Master shall be paid from funds in the LG Recovery Fund prior to any distribution to counties that are PLGs or their counsel.

C. The Special Master shall direct the Settlement Administrator and administer the LG Recovery Fund to ensure that all distributions from the LG Recovery Fund to PLGs shall be made in accordance with the relative percentages set forth in **Exhibit A-1 and Exhibit A-2**, except that any distribution to any county who is a Non-Participating Local Governmental Unit (the "NP-LGs") shall be discounted by two-fifths (2/5) and such discounted amount shall be added to the pool of distributions payable to the Participating Local Governmental Units (the "PLGs") in accordance with the same percentages set forth in **Exhibit A-2**.

D. For any National Opioid Multistate Settlement with an Opioid Defendant, each such LPLG authorizes and agrees that the Special Master shall direct the Settlement Administrator to pay their LPLG-Counsel from its individual distributions from the LG Recovery Fund in accordance with the fee agreements entered into between the LPLG and LPLG-Counsel.

E. For any National Opioid Multistate Settlement for which the Attorney General requests PLGs release their claims, the Special Master shall have the discretion to assess common benefit attorneys' fees against distributions made to any county which is a PLG and which is not represented by LPLG-Counsel, provided any such common benefit attorneys' fees, if any, shall be assessed on no more than forty percent (40.0%) of the total distribution made to any county PLG not represented by LPLG-Counsel, and under no circumstances shall the common benefit fee assessed by the Special Master exceed 25%. The Special Master shall be given broad discretion to assess and apportion common benefit attorneys' fees and, absent fraud or gross misconduct, the decisions of the Special Master shall be final, binding, and not appealable. For the avoidance of doubt, nothing in this section requires the recovery by LPLG-Counsel of money in excess of their fee agreements if LPLG-Counsel receive payments from a national attorneys' fees fund or otherwise not directly from the LG Recovery Fund. In the event that a common benefit fee is assessed against a county PLG not represented by LPLG-

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

Counsel, the Special Master is directed to notify the Settlement Administrator of any such assessment.

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

EXHIBIT A-1 TO ILLINOIS OPIOID ALLOCATION AGREEMENT

MUNICIPALITIES AND TOWNSHIPS ALLOCATION TABLE

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

EXHIBIT A-2 TO ILLINOIS OPIOID ALLOCATION AGREEMENT

COUNTIES ALLOCATION TABLE

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

EXHIBIT A-3 TO ILLINOIS OPIOID ALLOCATION AGREEMENT

BACK-STOP AGREEMENT

At the request of [LPLG], the [LPLG], its counsel [COUNSEL], and the Attorney General are entering into this Backstop Agreement (Backstop Agreement).

The Parties acknowledge that this Agreement will apply to all National Multistate Opioid Settlement agreements which establish a multistate fund for the payment of attorney's fees and expenses (a "Multistate Contingency Fee Fund") but that payments to LPLG-Counsel from such funds will not be sufficient to pay the entirety of the fees and expenses incurred by contingency-fee counsel who have been retained by LPLGs. Therefore, consistent with Exhibit R, section I(R) of the National Multistate Opioid Settlement agreement entered into between three pharmaceutical distributors, namely, McKesson Corporation, Cardinal Health, Inc., and AmerisourseBergen Corporation (the "Distributor Settlement Agreement"), the Parties agree to this Backstop Agreement.

Pursuant to this Backstop Agreement, [LPLG] may, subject to the limitations of any National Multistate Opioid Settlement, as well as any other limitations imposed by law, use funds that it receives from a National Multistate Opioid Settlement to pay a contingent fee to [COUNSEL]. Any such payment from [LPLG] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the Multistate Contingency Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 25%] of the total gross recovery of [LPLG] from the LG Recovery Fund in a National Multistate Opioid Settlement.

[COUNSEL] certify that they first sought fees and costs from the Multistate Contingency Fee Fund before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this Backstop Agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Backstop Agreement" in Exhibit R of the Distributor Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the Attorney General nor the State of Illinois have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [LPLG], [COUNSEL], or any other party.

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERRAL
On behalf of the STATE OF ILLINOIS

[LPLG] Date

[COUNSEL] Date

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

EXHIBIT B TO ILLINOIS OPIOID ALLOCATION AGREEMENT

APPROVED ABATEMENT PROGRAMS

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

EXHIBIT C TO ILLINOIS OPIOID ALLOCATION AGREEMENT

ILLINOIS ABATEMENT FUND-SEVEN SERVICE REGIONS

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB



Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

EXHIBIT D TO ILLINOIS OPIOID ALLOCATION AGREEMENT

JOINDER AGREEMENT

Reference is made to that Agreement attached hereto as **Exhibit 1** to this Joinder Agreement between the People of the State of Illinois and the Original-PLGs, namely: Cook County; DuPage County; Kane County; Madison County; McHenry County; Lake County; St. Clair County; Will County; and Winnebago County (the "Illinois Opioid Allocation Agreement").

WHEREAS, the State of Illinois and the Original-PLGs entered into the Illinois Opioid Allocation Agreement to pursue their common interests and to maximize the benefits obtained for their constituents with respect to their claims against the persons and entities responsible for the opioid crisis which has ravaged Illinois communities.

WHEREAS, Illinois and the Original-PLGs have agreed to allow additional counties and municipalities to join and participate in the Illinois Opioid Allocation Agreement (such additional counties and municipalities are referred to as "Subsequent-PLGs" in the Illinois Opioid Allocation Agreement) by executing this Joinder to the Illinois Opioid Allocation Agreement and thereby become a Participating Local Government (a "PLG" as defined in the Illinois Opioid Allocation Agreement) entitled to share in the expected benefits to be derived therefrom.

NOW THEREFORE, the undersigned municipality/county hereby agrees to become a party to and be bound by and subject to the terms and conditions of the Illinois Opioid Allocation Agreement as well as to the terms and conditions of the Exhibits attached thereto which govern the administration and distribution of the LG Recovery Fund, as defined in the Illinois Opioid Allocation Agreement, amongst Illinois counties and municipalities ("LGs" as defined in the Illinois Opioid Allocation Agreement).

Dated: _____, 2021

LOCAL GOVERNMENTAL UNIT

By: _____
Its authorized representative

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

EXHIBIT 1 TO JOINDER AGREEMENT

COPY OF ILLINOIS OPIOID ALLOCATION AGREEMENT

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

EXHIBIT A-1

State of Illinois
Qualifying Municipality
Exhibit G Allocation Percentages

Qualifying Subdivision	Distributors Exhibit G Percentage
Addison Village	0.1789163143%
Algonquin Village	0.1102023571%
Anna City	0.0351784549%
Arlington Heights Village	0.2647476580%
Aurora City	1.1285112946%
Bartlett Village	0.1012637420%
Bedford Park Village	0.0908134228%
Belleville City	0.2800912041%
Bellwood Village	0.0636018022%
Bensenville Village	0.0698164453%
Benton City	0.0648747331%
Berkeley Village	0.0152507249%
Berwyn City	0.2349799824%
Bloomington City	0.4210280112%
Bolingbrook Village	0.3965448276%
Bridgeview Village	0.0500143261%
Broadview Village	0.0576947589%
Buffalo Grove Village	0.2068406914%
Burbank City	0.0690685990%
Calumet City	0.0970812870%
Carbondale City	0.1954958522%
Carol Stream Village	0.1407965379%
Carpentersville Village	0.1363950647%
Champaign City	0.4052254107%
Chicago City	15.6332843102%
Chicago Heights City	0.1217857439%
Chicago Ridge Village	0.0524909103%
Cicero Town	0.2786347507%
Countryside City	0.0301223625%
Crystal Lake City	0.3158354713%
Danville City	0.2559565285%
Decatur City	0.4645929351%
Dekalb City	0.1798256279%
Des Plaines City	0.2324422843%
Dolton Village	0.0603302846%

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

EXHIBIT A-1

State of Illinois
Qualifying Municipality
Exhibit G Allocation Percentages

Downers Grove Village	0.3224473331%
Elgin City	0.5305768766%
Elk Grove Village	0.1757993182%
Elmhurst City	0.2577623917%
Evanston City	0.2696457560%
Evergreen Park Village	0.0597799426%
Forest Park Village	0.0453425079%
Franklin Park Village	0.0785284649%
Galesburg City	0.1473738962%
Glendale Heights Village	0.0836866697%
Glenview Village	0.1572220054%
Granite City	0.4907786518%
Gurnee Village	0.2256865903%
Hanover Park Village	0.1439424898%
Harrisburg City	0.1363861795%
Harvey City	0.0542520318%
Harwood Heights Village	0.0264961580%
Herrin City	0.1579067080%
Hillside Village	0.0587648633%
Hodgkins Village	0.0232613539%
Hoffman Estates Village	0.1751755942%
Joliet City	0.8239848961%
Kankakee City	0.3012693137%
La Grange Park Village	0.0306665705%
Lombard Village	0.2672806655%
Lyons Township	0.0242947899%
Lyons Village	0.0362495516%
Marion City	0.3397669146%
Maywood Village	0.0867531057%
McCook Village	0.0198186268%
Melrose Park Village	0.1186181878%
Merrionette Park Village	0.0076009169%
Metropolis City	0.0947332002%
Moline City	0.2352551083%
Mount Prospect Village	0.1704792853%
Mundelein Village	0.1639685886%
Naperville City	0.7685669619%
Normal Town	0.2474856274%
North Riverside Village	0.0551815063%
Northbrook Village	0.1427173226%

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

EXHIBIT A-1

State of Illinois
Qualifying Municipality
Exhibit G Allocation Percentages

Northlake City	0.0381023667%
Oak Lawn Village	0.1589709041%
Oak Park Village	0.2093093375%
Orland Park Village	0.1051852784%
Oswego Village	0.1197866160%
Palatine Village	0.2160969641%
Palos Heights City	0.0290094105%
Palos Hills City	0.0251753281%
Park Ridge City	0.1116349061%
Pekin City	0.3387071386%
Peoria City	1.0471081247%
Plainfield Village	0.1401767830%
Posen Village	0.0146759373%
Princeton City	0.2434249044%
Quincy City	0.2800247680%
River Forest Village	0.0488586169%
River Grove Village	0.0284407118%
Riverside Village	0.0269914748%
Rock Island City	0.2048536960%
Rockford City	1.8636718830%
Romeoville Village	0.2124235372%
Schaumburg Village	0.2968023515%
Schiller Park Village	0.0601957886%
Sesser City	0.0116834244%
Skokie Village	0.1964801264%
Springfield City	0.9971442684%
St. Charles City	0.2062203953%
Stone Park Village	0.0241358032%
Streamwood Village	0.0878171213%
Streator City	0.1400665973%
Summit Village	0.0312780717%
Tinley Park Village	0.1419492253%
Urbana City	0.2112740522%
Waukegan City	0.4111769252%
West Frankfort City	0.1255886605%
Wheaton City	0.2463124635%
Wheeling Village	0.1229353643%
Woodridge Village	0.1148193756%

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

EXHIBIT A-2

State of Illinois
Counties Only Percentages

Qualifying Subdivision	Counties Only Percentage
Adams County	0.5325627744%
Alexander County	0.0431846002%
Bond County	0.1313618076%
Boone County	0.3993006496%
Brown County	0.0455436631%
Bureau County	0.2675493675%
Calhoun County	0.0374496996%
Carroll County	0.1059047501%
Cass County	0.0902574340%
Champaign County	1.5953670185%
Christian County	0.2717469407%
Clark County	0.1346384837%
Clay County	0.1009205688%
Clinton County	0.2710071787%
Coles County	0.3899340741%
Cook County	39.7070170529%
Crawford County	0.1502157232%
Cumberland County	0.0765804365%
De Witt County	0.1343763530%
Dekalb County	0.7648068692%
Douglas County	0.1396209979%
Dupage County	6.9961301825%
Edgar County	0.1369536821%
Edwards County	0.0557876634%
Effingham County	0.2745921107%
Fayette County	0.1730292191%
Ford County	0.1050766592%
Franklin County	0.3753293914%
Fulton County	0.2857420449%
Gallatin County	0.0461748227%
Greene County	0.1120932638%
Grundy County	0.4447604831%
Hamilton County	0.0586888564%
Hancock County	0.1237654700%
Hardin County	0.0525232340%
Henderson County	0.0468231560%

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

EXHIBIT A-2

State of Illinois
Counties Only Percentages

Henry County	0.3631064984%
Iroquois County	0.2340046386%
Jackson County	0.4766842676%
Jasper County	0.0729264789%
Jefferson County	0.3076865268%
Jersey County	0.2029662011%
Jo Daviess County	0.1594100240%
Johnson County	0.0934835787%
Kane County	3.7592516293%
Kankakee County	0.8907176656%
Kendall County	0.9152447008%
Knox County	0.4095413266%
Lake County	5.4323006331%
Lasalle County	1.0382633595%
Lawrence County	0.1362169504%
Lee County	0.2713491451%
Livingston County	0.3277646387%
Logan County	0.2230314720%
Macon County	0.8339920017%
Macoupin County	0.3637461000%
Madison County	2.5601663484%
Marion County	0.3444624326%
Marshall County	0.0878603767%
Mason County	0.1123492816%
Massac County	0.1236043365%
McDonough County	0.2216295193%
McHenry County	2.3995936239%
McLean County	1.3208345544%
Menard County	0.0917783576%
Mercer County	0.1144419910%
Monroe County	0.2714501969%
Montgomery County	0.2342865810%
Morgan County	0.2708645052%
Moultrie County	0.1003140855%
Ogle County	0.3811415242%
Peoria County	1.5640744904%
Perry County	0.1751336763%
Piatt County	0.1214359333%
Pike County	0.1155220743%
Pope County	0.0347091515%
Pulaski County	0.0404416607%

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

EXHIBIT A-2

State of Illinois
Counties Only Percentages

Putnam County	0.0452090528%
Randolph County	0.2879823727%
Richland County	0.1208518975%
Rock Island County	1.0782047657%
Saline County	0.2659477915%
Sangamon County	1.5850818631%
Schuyler County	0.0485294910%
Scott County	0.0349810216%
Shelby County	0.1586806535%
St Clair County	2.1366773448%
Stark County	0.0381570939%
Stephenson County	0.3550412743%
Tazewell County	1.1033013785%
Union County	0.1447352927%
Vermilion County	0.6907560341%
Wabash County	0.0923901750%
Warren County	0.1239679440%
Washington County	0.1076671021%
Wayne County	0.1225391595%
White County	0.1115911540%
Whiteside County	0.4275606484%
Will County	5.3461509816%
Williamson County	0.6715468751%
Winnebago County	2.7201669312%
Woodford County	0.3076824807%

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

EXHIBIT B

APPROVED ABATEMENT PROGRAMS

List of Opioid Remediation Uses

Schedule A
Core Strategies

Priority shall be given to the following core abatement strategies ("*Core Strategies*").

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")**

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

As used in this Schedule, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

1. Increase the number of prescribers using PDMPs;

2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

Docusign Envelope ID: CACAF65D-24E3-4FF3-BE93-82AF9D1899FB

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Statement of Plaintiffs' Executive Committee

June 7, 2024

The below statement is on behalf of National Prescription Opiate Litigation MDL Plaintiffs' Executive Committee co-leads Joe Rice of Motley Rice LLC; Jayne Conroy of Simmons Hanly Conroy; and Paul T. Farrell Jr. of Farrell & Fuller Law LLC.

"This $1.2 billion settlement with Kroger marks another significant step in holding each company involved in the opioid epidemic accountable and ensuring essential resources are delivered to communities across the country. We encourage all eligible states and subdivisions to join us in this settlement to expedite the process of providing these life-saving resources where they are needed most.

"Although the efforts of the law firms appointed five years ago to the opioid MDL leadership have secured over $51 billion for communities nationwide, our work is not over. We remain committed to vigorously pursuing the remaining cases against pharmacy benefit managers and other regional manufacturers, distributors, and pharmacies."

Additional background: Dependent on state and subdivision participation, the settlement with Kroger totaling $1.2 billion will be paid out over eleven years after its effective date.

###

Kroger agrees to pay up to $1.4 billion to settle opioid lawsuits



FILE - A Kroger grocery store sign promotes its pharmacy and fuel center at its Flowood, Miss., location, Thursday, June 15 2017. Kroger on Friday, Sept. 8, 2023, announced an agreement to pay up to $1.4 billion to settle lawsuits that claimed the company contributed to the U.S. opioid crisis.(AP Photo/Rogelio V. Solis, File)

BY GEOFF MULVIHILL Updated 1:49 PM CDT, September 8, 2023

One of the nation's largest grocery chains is the latest company to agree to settle lawsuits over the U.S. opioid crisis.

In a deal announced Friday, the Kroger Co. would pay up to $1.4 billion over 11 years. The amount includes up to $1.2 billion for state and local governments where it operates, $36 million to Native American tribes and about $177 million to cover lawyers' fees and costs.

Kroger currently has stores in 35 states — virtually everywhere save the Northeast, the northern plains and Hawaii. Thirty-three states would be eligible for money in the deal. The company previously announced settlements with New Mexico and West Virginia.

Over the past eight years, prescription drug manufacturers, wholesalers, consultants and pharmacies have proposed or finalized opioid settlements totaling more than $50 billion, including at least 12 others worth more than $1 billion. The U.S. Supreme Court is set to hear arguments later this year on whether one of the larger settlements, involving OxyContin maker Purdue Pharma, is legal.

Most of the settlement money is to be used to address an overdose epidemic linked to more than 80,000 deaths a year in the U.S. in recent years, with most of the latest deaths connected to illicit synthetic drugs such as fentanyl rather than prescription painkillers.

Still, Jayne Conroy, a lead lawyer for the governments suing the companies, told The Associated Press in an interview Friday that it makes sense for players in the prescription drug industry to have a major role in funding solutions to the crisis.

“It really isn’t a different problem,” she said. “The problem is the massive amount of addiction. That addiction stems from the massive amount of prescription drugs.”

The companies have also agreed to change their business practices regarding powerful prescription painkillers, consenting to restrictions on marketing and using data to catch overprescribing. Conroy said those noneconomic terms for Kroger have not been finalized, but they’ll look like what other companies have agreed to.

Kroger said it intends to finalize its deal in time to make initial payments in December.

The company would not admit wrongdoing or liability as part of the deal, which is called in a statement a milestone in efforts to resolve opioid lawsuits. “Kroger has long served as a leader in combatting opioid abuse and remains committed to patient safety,” the company said.

While most of the biggest players have settled, the opioid litigation is continuing. Cases are being prepared for trial involving the supermarket chains Publix and Albertsons, the latter of which is attempting to merge with Kroger. Pharmacy benefit managers such as Express Scripts and OptumRx also face opioid claims from governments.

GEOFF MULVIHILL

Covering state government issues nationally

#