



AGENDA
REGULAR VILLAGE BOARD MEETING
NOVEMBER 15, 2022
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION (PASTOR MANUEL BORG, ST. NICHOLAS EPISCOPAL CHURCH)

3. APPROVAL OF MINUTES OF OCTOBER 25, 2022

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: OCTOBER 31, 2022 \$ 6,074,992.13
NOVEMBER 15, 2022 \$ 482,135.10

6. CONSENT AGENDA

- a. Consideration of requests from the Elk Grove Park District to waive permit fees in the amount of \$1,215 for the installation of storm sewer and appurtenances for the Colony Park Drainage Improvements Project at 1842 and 1848 Maine Drive.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.)

(The Director of Community Development recommends approval.)

- b. Consideration to authorize payment of \$2,000 in membership dues to the Illinois Municipal League for Fiscal Year 2022-2023.

(The Illinois Municipal League (IML) represents municipalities on legislation pending before the General Assembly.

(In addition, the Village dues payment includes subscriptions to the Illinois Municipal Review, a monthly publication that contains articles on programs and findings of member municipalities.

(Sufficient funds are budgeted and available for this purpose in the General Fund.)

- c. Consideration of a request from Elk Grove Township, 600 Landmeier Road, to waive permit fees in the amount of \$3,583 for the installation of the Bicycle Safety and Challenge Course.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.)

(The Director of Community Development recommends approval.)

- d. Consideration to award a professional service contract with ARCON Associates of Lombard, IL for a Facility Assessment Plan and asset inventory of Village facilities in the amount of \$32,000 from the Public Works General Fund and Water & Sewer Fund.

(ARCON Associates submitted a proposal to provide professional services for the Village's continued implementation of its Operations Management System software.

(These professional services include providing the collection of building assets for components such as, but not limited to, the pavement, windows, roofing, and doors, as well as the HVAC, plumbing and electrical systems.

(All collected data will be incorporated into the Village's Operations Management System software.

(The Director of Public Works recommends approval.)

- e. Consideration to concur with the 2022 combined Village and Library property tax levy determination in the amount of \$35,294,114 less the proposed abatement of \$7,692,714 for a net levy of \$27,601,400.

(The Village will be reducing their levy requirement by \$345,843 which represents a decrease of 1.60% from the prior year.

(The impact on a \$300,000 home is a projected decrease of \$12.77 for the Village portion of the tax levy.

(The Library request increased by \$187,618 or 3.03% from last year with a projected increase of \$7.66 on a \$300,000 home.

(The Director of Finance recommends approval.)

- f. Consideration to award a professional service contract to Engineering Enterprises, Inc. of Sugar Grove, IL for the design and construction engineering services for the 2023 Sanitary Manhole Rehabilitation project in the amount of \$67,056 from the Water & Sewer Fund.

(A proposal was solicited from Engineering Enterprises, Inc. (EEI) of Sugar Grove, IL for the design and construction engineering services for the 2023 Sanitary Manhole Rehabilitation project.

(One hundred (100) sanitary manholes were inspected in 2021 and found to be in need of repair to comply with the Metropolitan Water Reclamation District's Inflow and Infiltration Program.

(EEI will provide services to prepare contract documents, review post-construction manhole videos, review shop drawings and inspection reports, prepare pay estimates, and oversee all construction observations.

(The Director of Public Works recommends approval.)

- g. Consideration to award a professional service contract with Gary R. Weber Associates, Inc. of Wheaton, IL for the design of the Village's proposed gateway treatments at the

intersection of Busse Road and Oakton Street and Arlington Heights Road and Higgins Road in the amount not to exceed \$116,989 from the Busse-Elmhurst Redevelopment Fund and Arlington-Higgins Redevelopment Fund.

(Gary R. Weber Associates, Inc. submitted a proposal to provide professional design services for the Village's proposed gateway treatments at the intersections of Busse Road & Oakton Street and Arlington Heights Road & Higgins Road for the amount of \$116,989 from the Busse-Elmhurst Redevelopment Fund and Arlington-Higgins Redevelopment Fund.

(These professional services include providing the design of the site, landscape plans, permitting, contract plans and specifications for both locations.

(The Director of Public Works recommends approval.)

- h. Consideration to award a purchase contract through the Illinois Department of Central Management Services to Cargill Incorporated of North Olmsted, OH for the delivery of up to 3,000 tons of bulk rock salt in the amount of \$244,530.

(On July 19, 2022, the Village Board approved a joint purchasing requisition through the Illinois Department of Central Management Services (CMS) to procure 2,500 tons of bulk rock salt with the option to increase or decrease the order by 20 percent, or 500 tons, if necessary.

(On October 31, 2022, the Village was notified by CMS that bulk rock salt had been secured for all joint purchasing participants.

(The Village recently received notification of the bid prices for our requisition proposed by Compass Minerals, of Overland Park Minerals America Inc., KS at a unit price of \$81.51 per ton for the 840 tons being delivered to 1635 Bieterfield Road and \$81.51 per ton for the 2,160 tons being delivered to 450 E Devon Avenue.

(Adequate funds are available in the General Fund to purchase 3,000 tons of bulk rock salt through the CMS contract with Cargill Incorporated.

(The Director of Public Works recommends approval.)

- i. Consideration to concur with prior authorization to award a professional service contract to Entertainment Management Group of Elk Grove Village, IL to manage and operate the 2023 Mid-Summer Classics Concert Series in an amount not to exceed \$550,000, of which \$75,000 will be reimbursed back to the Village by the Elk Grove Park District.

(As in years past, the Elk Grove Park District will be co-sponsoring the event, "Unity Within The Community," and sharing in the overall contract expenses with the Village. As such, the Park District will be reimbursing the Village \$75,000.

(The concert series is funded by the 1% Hotel/Motel Tax, Video Gaming revenue, Tobacco License fees, a \$75,000 donation by the Elk Grove Park District, and sponsorship donations.

(The 13th annual Mid-Summer Classics Concert Series will be held primarily during the month of July, with concerts taking place on Tuesday, July 4, Tuesday, July 11, Thursday, July 20, Tuesday, July 25, and Tuesday, August 1.)

- j. Consideration to grant a variation from Municipal Code, Section 8-12B-1-1D, Easements, to permit the construction of a swimming pool, which will encroach three feet (3) into the fifteen-foot (15) rear yard utility and drainage easement at 710 Arizona Pass.

(The property owner is seeking a variation to construct a pool within the rear yard public utility and drainage easement. Comcast, AT&T, Nicor, and ComEd have written letters granting permission to encroach upon the easement.)

(Community Development and Public Works have field-checked this location for Village-owned utilities in the easement. There are no existing Village utilities within this easement and there will be no negative impact on drainage.)

(The Director of Community Development recommends approval.)

- k. Consideration to hold the regular Village Board Meetings at 7:00 p.m. in 2023 on the second and fourth Tuesday of the month with the following exceptions:

- March - add March 21, 2023 for a Budget Meeting workshop at 6:00 p.m.;
- June - hold a regular Village Board Meeting to convene on June 20, 2023 at 7:00 p.m.;
- July - hold a regular Village Board Meeting to convene on July 18, 2023 at 7:00 p.m.;
- August - hold a regular Village Board Meeting to convene on August 15, 2023 at 7:00 p.m.;
- November - hold a regular Village Board Meeting to convene on November 14, 2023 at 7:00 p.m.; and
- December - hold a regular Village Board Meeting to convene on December 19, 2023 at 7:00 p.m.

(Start times may be adjusted due to elections or special events, such as the Mid-Summer Classics Concert Series.)

(This schedule follows the past practice of the Village Board to hold only one meeting during the months of June, July, August, November and December.)

- l. Consideration to adopt Ordinance No. 3788 approving Addendum No. 1 to the Demolition and Site Restoration Contract dated August 10, 2022 between the Village of Elk Grove Village and Albrecht Enterprises, Inc.

(The Village has acquired additional property (former Shell Gas Station) in the same shopping center location as the 53 S. Arlington Heights Road property.)

(This property is in need of additional site demolition and site restoration work.)

(In order to expedite the demolition and eliminate potential site safety issues, Albrecht has provided the following proposal since they are already onsite.)

- m. Consideration to adopt Resolution No. 50-22 approving the Plat of Subdivision identified as Bridge - The Park At Northwest Point Subdivision (75 Northwest Point, 490 Bennett Road and 500 Bennett Road.)

(This Resubdivision would consolidate the three (3) existing lots at 75 Northwest Point Boulevard, 490 Bennett Road, and 500 Bennett Road into one (1) lot for the purpose of supporting the development of a speculative industrial building at 75 Northwest Point Boulevard.)

(Village staff recommends approval.)

- n. Consideration of the following:

- To adopt Resolution No. 51-22 authorizing the Mayor to execute a Joint Agreement between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village, and appropriate funds for construction engineering and construction match for the Busse Road and Devon Avenue Intersection Improvement project; and
- To award a professional service contract to Engineering Enterprises, Inc. of Sugar Grove, IL for the construction engineering services for the project in the amount not to exceed \$141,788 from the Busse-Elmhurst Redevelopment Fund.

(The Village has secured funding for the Busse Road and Devon Avenue Intersection Improvement project through the Federal Highway Administration's Surface Transportation Program (STP) in the amount of \$430,725.

(The Joint Agreement for the Busse Road and Devon Avenue Intersection Improvement project must be executed by and between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village.

(The Agreement provides funding for construction for the proposed roadway construction project.

(A resolution appropriating funds for the full construction engineering and construction match costs (\$660,625) must be adopted by the Village as a function of the execution of this Agreement.

(Engineering Enterprises, Inc. submitted a proposal to provide the necessary construction engineering services for this project.

(Adequate funds are available in the Busse-Elmhurst Redevelopment Fund.

(The Director of Public Works recommends approval.)

- o. Consideration to adopt Resolution No. 52-22 authorizing the Mayor to execute a Joint Agreement between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village, and appropriate \$400,000 in funds from the Capital Projects Fund for the acquisition of Right-of-Way for the replacement of the Wellington Avenue and Leicester Road structures over Lake Cosman.

(The Village has secured funding in the amount up to \$320,000 through the Surface Transportation Bridge Program (STR-BR) for the acquisition of Right-of-Way for the replacement of the culverts over Lake Cosman located at Leicester Road and Wellington Avenue.

(A Joint Agreement for the Right-of-Way acquisition for the culverts over Lake Cosman needs to be executed by and between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village.

(Adequate funds are available in the Capital Projects Fund.

(The Director of Public Works recommends approval.)

- p. Consideration of the following:

- To adopt Resolution No. 53-22 authorizing the Mayor to execute a Joint Agreement between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village, and appropriate funds for construction engineering and construction match for the Clearmont Pedestrian Bridge over Salt Creek

project; and

- To award a professional service contract to Baxter & Woodman, Inc. of Crystal Lake, IL for the construction engineering services for the project in the amount not to exceed \$310,017 from the Capital Projects Fund.

(Since the notification on June 14, 2021, that the Clearmont Pedestrian Bridge Over Salt Creek was selected to receive funding from the Illinois Transportation Enhancement Program (ITEP), the Village has been finalizing the design of the bridge's replacement.

(The Joint Agreement for the Clearmont Pedestrian Bridge over Salt Creek project must be executed by and between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village.

(The Agreement provides funding for construction and construction engineering for the proposed bridge replacement project.

(A resolution appropriating funds for the full construction engineering, the construction match and non-participating construction costs of \$1,294,372 must be adopted by the Village as a function of the execution of this Agreement.

(Baxter & Woodman, Inc. submitted a proposal to provide the necessary construction engineering services for this project.

(Adequate funds are available in the Capital Projects Fund.

(The Director of Public Works recommends approval.)

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Roan

- a. Consideration of a petition from Elk Grove Village seeking for a text amendment to the Elk Grove Zoning Ordinance Section 7E-6 Prohibited Uses In All Industrial Districts by deleting the residential accessory facilities associated with a permitted primary use. (PH 11-07-22)
- b. Consideration of a petition submitted by Elk Grove Village for a Text Amendment to remove and replace Elk Grove Zoning Ordinance Section 5-5- Location of Planned Development, and to remove and replace Elk Grove Zoning Ordinance Section 5-2 Procedure, Subsection E. (PH 11-07-22)
- c. Consideration of a Petition for a one-lot Resubdivision and associated variations for the properties at 2001, 2045, and 2111 Pratt Boulevard. (A Public Hearing date is yet to be established.)
- d. Consideration of a petition submitted by Riverpoint Property Trust, LLC for Rezoning from I-2 to I-1 for property located at 751 Pratt Boulevard. (A Public Hearing date is yet to be established.)

9. ZONING BOARD OF APPEALS - Village Manager Roan

10. RECYCLING & WASTE COMMITTEE - Trustee Feichter

- a. Sustainability Plan

11. JUDICIARY, PLANNING AND ZONING COMMITTEE - Trustee Prochno

- 12. CAPITAL IMPROVEMENTS COMMITTEE** - Trustee Schmidt
- 13. CABLE TELEVISION COMMITTEE** - Trustee Lissner
- 14. YOUTH COMMITTEE** - Trustee Franke
- 15. INFORMATION COMMITTEE** - Trustee Miller
- 16. BUSINESS LEADERS FORUMS** - Trustee Schmidt
- 17. HEALTH & COMMUNITY SERVICES** - Trustee Prochno
- 18. PERSONNEL COMMITTEE** - Trustee Franke
- 19. AIRPORT UPDATE** - Mayor Johnson
- 20. PARADE COMMITTEE** - Mayor Johnson
- 21. MID-SUMMER CLASSICS CONCERT SERIES UPDATE** - Mayor Johnson
- 22. SPECIAL EVENTS COMMITTEE** - Mayor Johnson
- 23. LIQUOR COMMISSION** - Mayor Johnson
- 24. REPORT FROM VILLAGE MANAGER**
- 25. REPORT FROM VILLAGE CLERK**
- 26. UNFINISHED BUSINESS**
- 27. NEW BUSINESS**
- 28. PUBLIC COMMENT**
- 29. ADJOURNMENT**

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Clerk, preferably no later than five days before the meeting.

ORDINANCE NO. _____

AN ORDINANCE APPROVING ADDENDUM NO. 1 TO THE DEMOLITION AND SITE RESTORATION CONTRACT DATED AUGUST 10, 2022 BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND ALBRECHT ENTERPRISES, INC.

WHEREAS, the Village of Elk Grove Village and Albrecht Enterprises Inc. have entered into a Contract for the Demolition and Site Restoration Contract for the demolition and site restoration for property located at 53 S. Arlington Heights Road, Elk Grove Village; and

WHEREAS, the Village has acquired additional property in the same shopping center location as the 53 S. Arlington Heights Road property, which additional property requires demolition and site restoration; and

WHEREAS, due to environmental concerns with respect to prompt remediation at the 1 E. Higgins Road address, the Mayor and Board of Trustees find and believe that an Addendum to the August 10, 2022 Contract which will provide the demolition and site restoration of the 1 E. Higgins Road property is in the best interest of the Village.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois as follows:

Section 1: That the Addendum No. 1 to the Demolition and Site Restoration Contract dated August 10, 2022, a copy of which is attached hereto, is hereby approved by a unanimous vote of the corporate authorities.

Section 2: That this ordinance shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

ADDENDUM NO.1 TO DEMOLITION AND SITE RESTORATION CONTRACT
DATED AUGUST 10, 2022 BETWEEN THE VILLAGE OF ELK GROVE VILLAGE
AND ALBRECHT ENTERPRISES, INC.

1. In consideration of the payments and agreements set forth in the attached Proposal, the sufficiency of which is hereby acknowledged, the Demolition and Site Restoration Contract dated August 10, 2022 between the Village of Elk Grove Village and Albrecht Enterprises, Inc. (Albrecht) is hereby amended by this Addendum No. 1 which addendum adds additional property located at 1 E. Higgins Road, Elk Grove Village for demolition and site restoration as set forth on the attached Proposal dated October 13, 2022, which proposal is hereby approved and accepted by the Village.
2. That Albrecht will submit a contract bond in an amount as approved by the Department of Community Development.
3. That the work to be performed at the 1 E. Higgins Road address will comply in all respects with the conditions, provisions and requirements set forth in the original August 10, 2022 Contract.
4. IN WITNESS WHEREOF, the parties set forth their hand and seal this ____ day of _____, 2022.

The Village of Elk Grove Village

By: _____
Village Manager

Village Clerk
(Seal)

Corporate Name: Albrecht Enterprises, Inc.

Attest:

By: _____
President

Secretary



11/07/2022

TO: Matthew J. Roan, Village Manager

FROM: Caroline Gabiga, Assistant Village Manager

SUBJECT: Plat of Subdivision identified as Final Plat of Subdivision of Bridge - The Park at Northwest Point

BACKGROUND:

The Village has received a petition from Bridge Development Partners to consolidate 75 Northwest Point Boulevard, 500 Bennett Road, and 490 Bennett Road from (3) lots to one (1) lot. The purpose of this petition is to use the properties at 490 Bennett Road and 500 Bennett Road to construct stormwater management facilities as well as an additional access road for trucks and emergency responders to the property at 75 Northwest Point.

The petition was reviewed by the Departments of Public Works, Community Development, Fire, and Police. The consensus of Village Staff is to recommend approval of the petition.

One-lot subdivisions must be approved by the Village Board, based on a recommendation by Village Staff. In the past, staff reviews were provided to the JPZ Committee prior to being placed on a Village Board agenda. At the November 19, 2019 meeting, the JPZ Committee voted to send staff recommendations on one-lot resubdivisions for commercial and industrial properties directly to the Village Board for approval.

APPROVALS:

Caroline Gabiga	Created/Initiated
Caroline Gabiga	Approved
Lorrie Murphy	Approved
Maggie Jablonski	Final Approval

ATTACHMENTS:

1. Sub,75NWPoint, 490,500 Bennett

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PLAT OF SUBDIVISION IDENTIFIED AS
FINAL PLAT OF SUBDIVISION OF BRIDGE – THE PARK AT NORTHWEST POINT**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

Section 1: That approval is hereby given the Final Plat of Subdivision identified as Bridge – The Park At Northwest Point, being a subdivision of that part of the Northeast Quarter of Section 21, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, a copy of which is attached hereto and made a part hereof as if fully set forth.

Section 2: That the Mayor and Village Clerk are hereby authorized to sign said Plat for and in the name of the Village and attach thereto the corporate seal.

Section 3: That the Village Clerk is hereby directed to record a copy of said Plat with the Recorder of Deeds of Cook County, Illinois.

Section 4: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

**Mayor Craig B. Johnson
Village of Elk Grove Village**

ATTEST:

Loretta M. Murphy, Village Clerk

FINAL PLAT OF SUBDIVISION OF BRIDGE - THE PARK AT NORTHWEST POINT

BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST QUARTER
OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

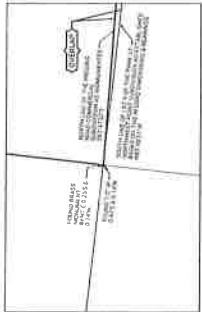
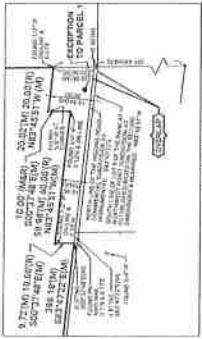
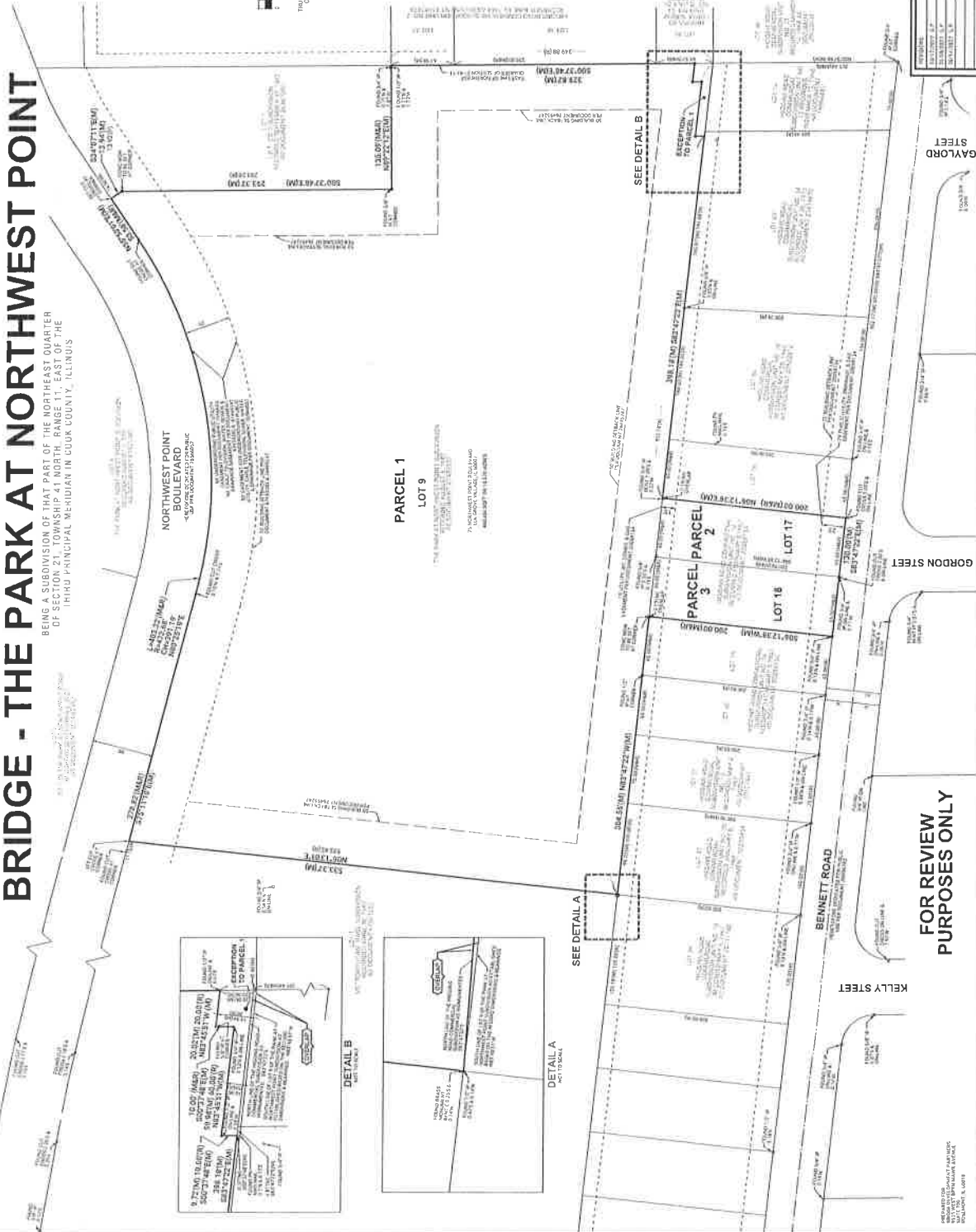
EXISTING BOUNDARY
INFORMATION

04 7 2025 4 0000
04 2 1522 0000



SCALE 1" = 50'
BASIS OF BEARINGS
OBSERVATIONAL DISTANCE

NO.	ACRES	AREA	PERCENT
PARCEL 1	13.500	584,100	13.500
PARCEL 2	13.500	584,100	13.500
PARCEL 3	13.500	584,100	13.500
TOTAL	40.500	1,752,300	100.000



FOR REVIEW
PURPOSES ONLY

PREPARED FOR:
NORTHWEST POINT PARK
DEVELOPMENT, L.P.



NO.	DATE	DESCRIPTION
1	04/07/25	INITIAL PLAT
2	04/21/25	REVISION
3	04/21/25	REVISION
4	04/21/25	REVISION
5	04/21/25	REVISION

CONSULTING ENGINEER:
SPECIALIZING IN SURVEYING
AND GEOTECHNICALS

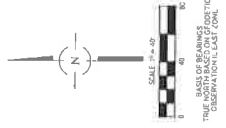
5001 W. Hubbard Street, Suite 100
N. Oakbrook Terrace, IL 60130
Phone: (630) 581-8822 Fax: (630) 581-8823

FINAL PLAT OF SUBDIVISION OF BRIDGE - THE PARK AT NORTHWEST POINT

BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST QUARTER
OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

P.L.N. 020-0000
08-21-2018 08:40:00
08-21-2018 03:50:00

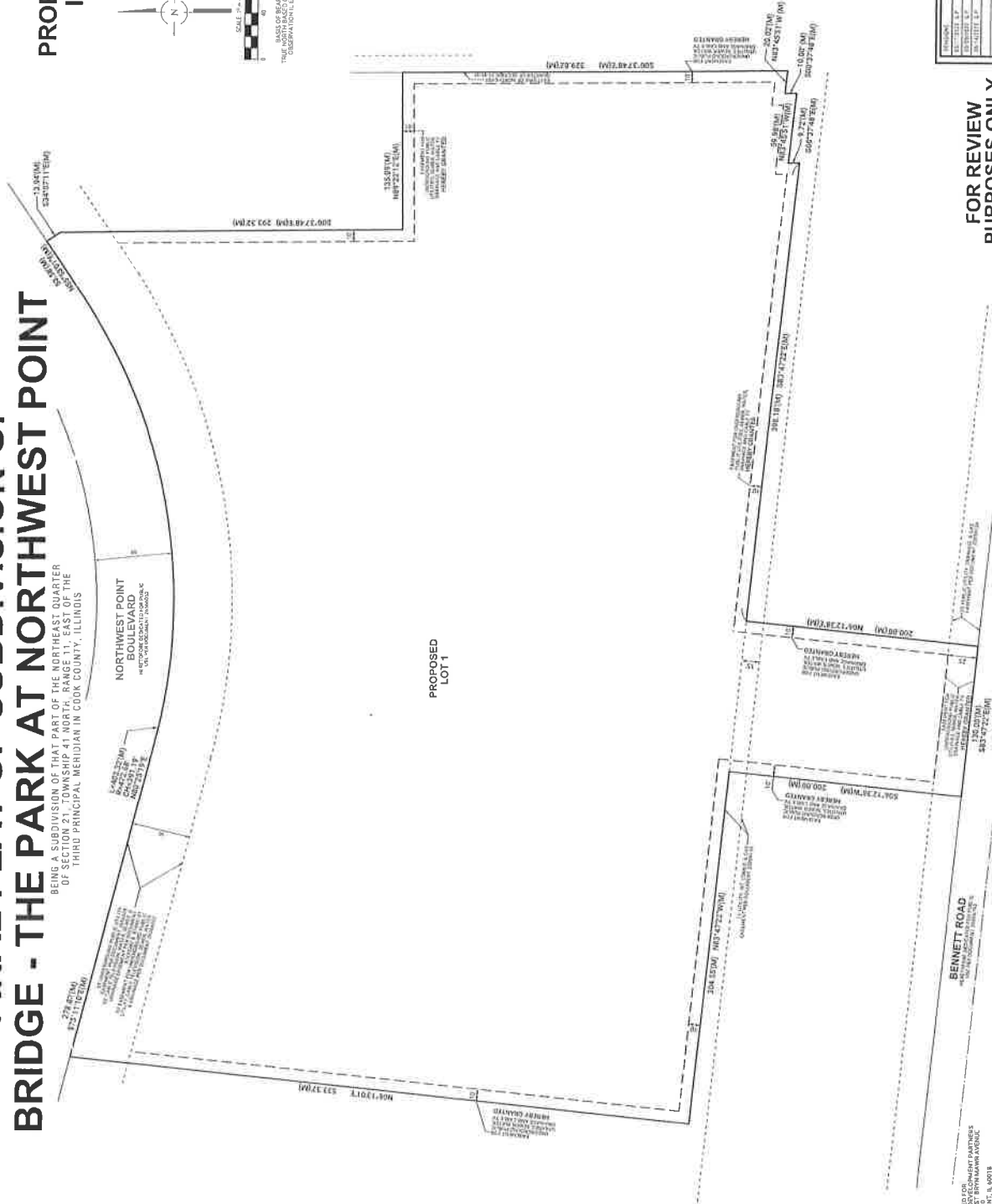
PROPOSED BOUNDARY INFORMATION



TRUE NORTH IS BEING USED FOR ALL
OBSERVATIONS. (LAST ONLY)

NO. OF	AREA	TOTAL
LOTS	SQ. FT.	SQ. FT.

PROPOSED
LOT 1



PREPARED FOR: [Name]
BY: [Name]
DATE: [Date]

BENNETT ROAD

PROPOSED LOT 1

PROPOSED LOT 2

PROPOSED LOT 3

PROPOSED LOT 4

PROPOSED LOT 5

FOR REVIEW
PURPOSES ONLY



CONSULTING ENGINEER
SUBDIVISION ENGINEER
LAND SURVEYORS

NAME	DATE
DATE	DATE
DATE	DATE
DATE	DATE

527 N. High Street, Suite 100
Chicago, IL 60610
Phone: (417) 606-6000, Fax: (417) 606-6000

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING FUNDS IN THE AMOUNT OF \$660,625 FOR THE CONSTRUCTION ENGINEERING AND CONSTRUCTION MATCH FOR THE BUSSE ROAD AND DEVON AVENUE INTERSECTION IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

Section 1: That the Mayor be and is hereby authorized to sign the attached document marked "Local Public Agency Agreement For Federal Participation," a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

Section 2: That the Mayor and Board of Trustees of Elk Grove Village authorized six hundred sixty thousand, six hundred twenty five dollars (\$660,625) or as much may be needed to match federal funds in the completion of MFT Section Number 21-00075-00-RS.

Section 3: That the Village Clerk of the Village of Elk Grove Village shall transmit five certified copies of this Resolution to the Illinois Department of Transportation.

Section 4: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Elk Grove Village	Cook	21-00075-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	03-20-0039

Construction

State Job Number	Project Number
C-91-170-22	7BDM(852)

Construction on State Letting Construction Engineering Utilities Railroad Work

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 "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted 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, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Devon Avenue	FAU 1346	0.29	From	To
			6.31	6.60

Location Termini

750' west of the intersection of Busse Road to 800' east of the intersection of Busse Road

Current Jurisdiction	Existing Structure Number(s)	Add Location
Elk Grove Village	N/A	Remove

PROJECT DESCRIPTION

The project includes the proposed resurfacing of Devon Avenue from approximately 750 feet west of the intersection of Illinois Route 83 (Busse Road) to approximately 800 feet east of the intersection. The intersection will only be resurfaced to the end of the radius returns along Illinois Route 83. The project also includes spot sidewalk and curb and gutter removal and replacement, new sidewalk in the southeast quadrant of the intersection, ADA compliant ramps at all crossings, pedestrian push buttons with Accessible Pedestrian Signals (APS) at the intersection and removal of a Pace bus shelter. The scope also includes pavement markings, signage and landscape restoration of affected areas.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

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 an addendum.

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 \$518,625 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.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

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.
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.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. 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 contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. 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 indicted 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.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. 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**.

15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. 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.

THE STATE AGREES:

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.
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.
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 Addendum 2.
4. For agreements with federal and/or state funds in 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**.

IT IS MUTUALLY AGREED:

1. 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 Buy America provisions
2. 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.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. 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. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **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.

2. **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.
3. **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 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. **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.
5. **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.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 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. The 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 Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantee agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

ADDENDA

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

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

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

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Craig B. Johnson

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is 366009201 conducting business as a Governmental Entity.

DUNS Number 072316581

UEI H7UKAR6JK9B3

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

Yangsu Kim, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. 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 Addenda.



PROJECT LOCATION



**ADDENDA NO. 1 - LOCATION MAP
DEVON AVENUE AND BUSSE ROAD
INTERSECTION RESURFACING**

DATE:	OCTOBER 2022
PROJECT NO.:	EGV2104
BY:	MJT
PATH:	HGIS/PUBLIC/ELK GROVE VILLAGE/EGV2104
FILE:	EGV2104_Devon Avenue And Busse Exhibit E.MXD



ELK GROVE VILLAGE
450 E DEVON AVE
ELK GROVE VILLAGE, IL 60007

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com





10/24/2022

TO: Colby J. Basham, Director of Public Works

FROM: Brian Lovering, P.E., Chief Infrastructure Engineer

SUBJECT: Joint Agreement & Construction Engineering Services for the Right-of-Way Acquisition for Structures over Lake Cosman

BACKGROUND:

The Village has secured funding in the amount up to \$320,000 through the Surface Transportation Bridge Program (STR-BR) for the acquisition of Right-of-Way for the replacement of the culverts over Lake Cosman located at Leicester Road and Wellington Avenue. A Joint Agreement for the Right-of-Way acquisition for the culverts over Lake Cosman needs to be executed by and between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village.

Baxter & Woodman of Crystal Lake, IL, already has an approved proposal to provide the acquisition services. The project consists of replacing the culverts crossing Lake Cosman and removal and replacement of adjacent roadway pavement, sidewalks, and other related work. The total anticipated cost for the Right-of-Way is \$400,000.

A Resolution appropriating one hundred percent (100%) of the cost must be adopted by the Village as a function of the execution of the Joint Agreement. The Village will oversee the Right-of-Way acquisition and will be reimbursed by the State for eighty percent (80%) of the cost.

I recommend approval of a Resolution appropriating the necessary funds for the acquisition of Right-of-Way for the replacement of the culverts over Lake Cosman located at Leicester Road and Wellington Avenue. The Village will be responsible for the payment and the State will reimburse the Village for 80% of these costs. Adequate funds are available in the Capital Projects Fund.

The Mayor must execute the Joint Agreement after the passage of the Resolution. Your concurrence with this recommendation is respectfully requested with subsequent forwarding for Village Board consideration.

APPROVALS:

Brian Lovering
Brian Southey
Colby Basham

Created/Initiated
Approved
Approved

Christine Tromp
Lorrie Murphy
Caroline Gabiga
Maggie Jablonski

Approved
Approved
Approved
Final Approval

ATTACHMENTS:

1. ResAppropLakeCosman
2. Agreement

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING FUNDS IN THE AMOUNT OF \$400,000 FOR THE JOINT AGREEMENT AND CONSTRUCTION ENGINEERING SERVICES FOR THE RIGHT-OF-WAY ACQUISITION FOR STRUCTURES OVER LAKE COSMAN AND AUTHORIZING THE MAYOR TO EXECUTE A LOCAL PUBLIC AGENCY AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

Section 1: That the Mayor be and is hereby authorized to sign the attached document marked "Joint Funding Agreement PE/ROW for State-Let Construction Projects" a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

Section 2: That the Mayor and Board of Trustees of Elk Grove Village authorize four hundred thousand dollars (\$400,000) or as much may be needed to match funds in the completion of MFT Section Number 19-00070-00-BR.

Section 3: That the Village Clerk of the Village of Elk Grove Village shall transmit five certified copies of this Resolution to the Illinois Department of Transportation.

Section 4: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

**Mayor Craig B. Johnson
Village of Elk Grove Village**

ATTEST:

Loretta M. Murphy, Village Clerk



**Joint Funding Agreement
PE/ROW for State-Let Construction Projects**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Elk Grove Village	Cook	19-00070-00-BR

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STP-Br		CMAP	03-19-0007

Engineering		Right-of-Way	
State Job Number	Project Number	State Job Number	Project Number
		R-91-005-22	NBDG(349)

Local Administered Engineering Right-of-Way Other

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 "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted 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, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Wellington Ave	MUN 2080	0.1 Mi.	0.00	0.10

Location Termini
Over Lake Cosman

Current Jurisdiction	Existing Structure Number(s)	Add Location
LPA	016-7854	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Leicester Rd	MUN 2100	0.08 Mi.	0.06	0.14

Location Termini
Over Lake Cosman

Current Jurisdiction	Existing Structure Number(s)	Add Location
LPA	016-7855	Remove

PROJECT DESCRIPTION

Right-of-Way acquisition for the replacement of the Wellington Avenue and Leicester Road structures over Lake Cosman. The project consists of replacing the culverts crossing Lake Cosman and removal and replacement of adjacent roadway pavement, sidewalks, and other related work. Engineers project number 181136.40.

THE LPA AGREES:

- 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.
- 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.
- To provide for the preliminary engineering work required to complete the proposed improvement.
- To retain jurisdiction of the completed improvement unless specified otherwise by addendum.
- To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction) in a manner satisfactory

to the **STATE** and the **FHWA**.

6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. 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 contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
9. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete the project.
10. Certifies to the best of its knowledge and belief that its 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 indicted 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.
11. To include the certifications, listed in item 13 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
12. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

THE STATE AGREES:

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.
2. For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or other locally administered 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**;

IT IS MUTUALLY AGREED:

1. 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 Buy America provisions
2. 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.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. 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. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **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.
2. **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.
3. **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 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. **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.
5. **Project End Date:** Preliminary engineering projects - the period of performance (end date) for state and federal obligation purposes is ten (10) years. The **LPA** must begin right-of-way acquisition for, or actual construction of, the project for which preliminary engineering work is undertaken with Federal participation is by the close of the tenth (10th) fiscal year following the fiscal year in which the project is federally authorized. In the event that this work is not started within this timeframe, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.

For Right-of-Way projects - the period of performance (end date) for state and federal obligation purposes is fifteen (15) years from the execution date of the agreement. The **LPA** must begin construction of the project on this right-of-way by the close of the twentieth (20th) fiscal year following the fiscal year in which the project is federally authorized. In the event that construction is not started within this timeframe, the **LPA** will repay the **STATE** any Federal funds received under the terms of this 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.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 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. The CFDA number for all highway planning and construction activities is 20.205.
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

ADDENDA

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

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	GATA Reporting

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Craig Johnson

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

366009201 conducting business as a Governmental Entity.

DUNS Number 072316581

UEI H7UKAR6JK9B3

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

Yangsung Kim, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: if the LPA signature is by an **APPOINTED official**, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

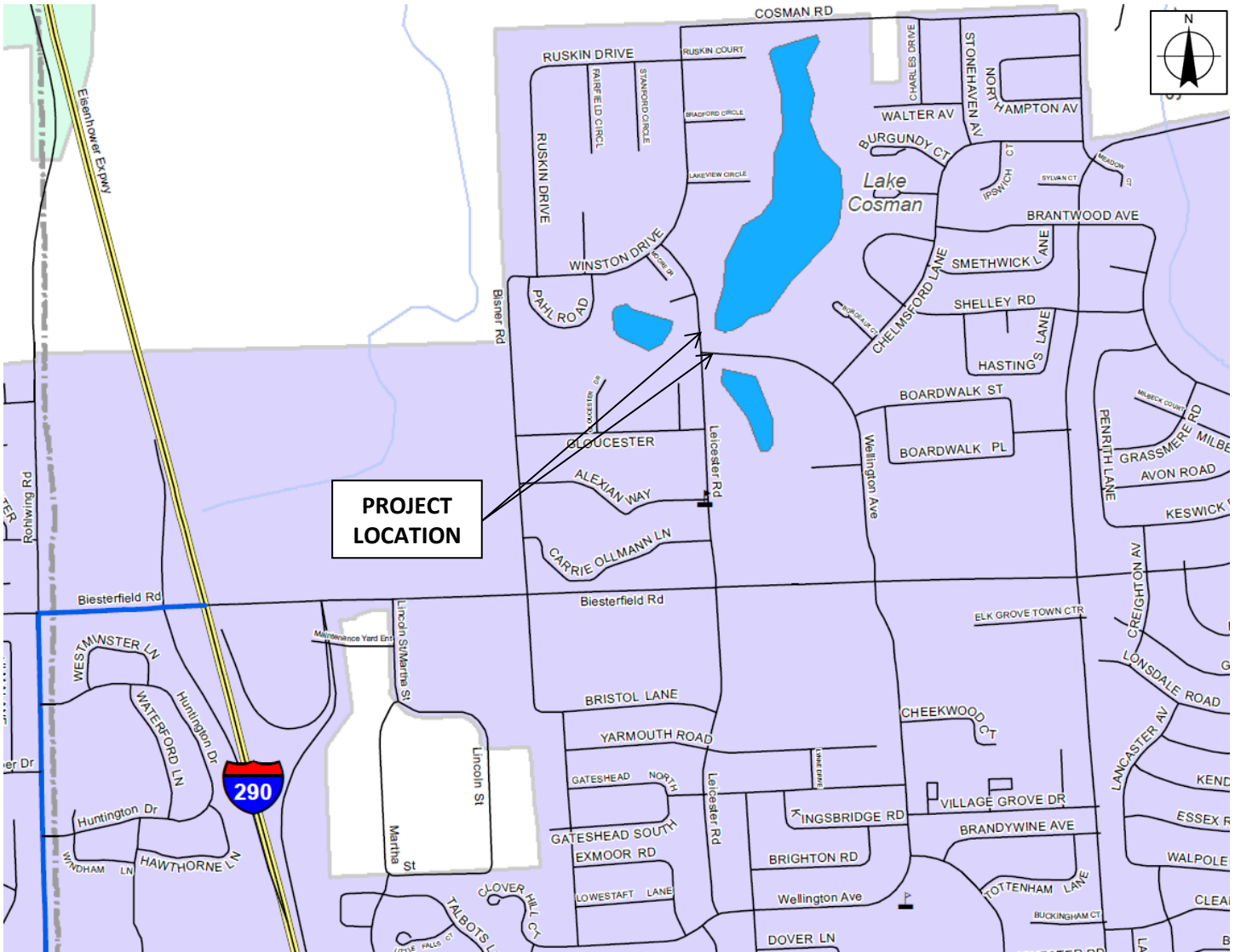
Local Public Agency: County: Section Number:
 Job Number: Project Number:
 Job Number: Project Number:
Engineering Right-of-Way

DIVISION OF COST									
Type of Work	Federal Funds			State Funds			Local Public Agency		
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%
Right-of-Way	STP-Br	\$320,000.00	80%				Local	\$80,000.00	
	Total	\$320,000.00		Total			Total	\$80,000.00	\$400,000.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:
***MAXIMUM FHWA (STP-Br) PARTICIPATION 80%, NOT TO EXCEED \$320,000**

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.

LOCATION MAP



Wellington Avenue and Leicester Road over Lake Cosman
Section No.: 19-00070-00-BR
Elk Grove Village

Addendum 3

Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's [BoBS 2832](#) form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "*Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports*" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)



10/21/2022

TO: Colby J. Basham, Director of Public Works

FROM: Brian Lovering, P.E., Chief Infrastructure Engineer

SUBJECT: Joint Agreement & Construction Engineering Services for the Clearmont Pedestrian Bridge over Salt Creek Project

BACKGROUND:

Since the notification on June 14, 2021 that the Clearmont Pedestrian Bridge Over Salt Creek was selected to receive funding from the Illinois Transportation Enhancement Program (ITEP), the Village has been finalizing the design of the bridge replacement. ITEP funding will cover \$1,667,205, which is approximately 59.3% of the overall construction and construction engineering cost. The total approximate construction cost and construction engineering of the project is \$2,810,017 of which the Village is responsible for \$1,142,812 or 40.7%.

The project consists of the removal and replacement of an existing pedestrian bridge over Salt Creek, concrete bike path leading up to both ends of the bridge, lighting, embankment, sidewalk and ADA ramp improvements, storm sewer improvements, grading, signing, landscaping restoration and all incidental and collateral work necessary to complete the project. The project is scheduled to begin in the spring of 2023.

Attached is a copy of the Joint Agreement for the Clearmont Pedestrian Bridge over Salt Creek project to be executed by and between the Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village. The Agreement provides funding for construction and construction engineering for the proposed bridge replacement project. The State will bid the construction contract, make all payments to the contractor and will reimburse the Village for the construction engineering cost. The Village will be responsible for the payment of construction engineering costs, the construction match, and non-participating construction costs, which consist of costs not directly impacted by the bridge replacement.

A resolution appropriating funds for the full construction engineering, the construction match and non-participating construction costs must be adopted by the Village as a function of the execution of this Agreement. The total amount of funds appropriated by the Village is \$1,294,372. This amount includes the full cost of construction engineering, \$310,017, of which approximately 50% will be reimbursed to the Village by the State.

Additionally, Baxter & Woodman, Inc. submitted a proposal to provide the necessary construction engineering services for this project. Baxter & Woodman has successfully

completed construction supervision for numerous surrounding communities' projects, and have an excellent reputation in construction engineering, and are knowledgeable in Federal, State and Village standards.

I recommend that a Resolution appropriating the funds in a total amount of \$1,294,372 and authorizing the execution of the Joint Agreement be adopted. The Mayor must execute the Final Agreement after IDOT's approval of the Resolution.

Additionally, I recommend that a professional construction engineering service contract be executed with Baxter & Woodman, Inc. for the construction engineering services for the replacement of the Clearmont Pedestrian Bridge in the amount not to exceed \$310,017. Adequate funds for both recommendations are available in the Capital Projects Fund.

Your concurrence with this recommendation is respectfully requested with subsequent forwarding for Village Board consideration.

APPROVALS:

Brian Lovering	Created/Initiated
Brian Southey	Approved
Colby Basham	Approved
Christine Tromp	Approved
Lorrie Murphy	Approved
Caroline Gabiga	Approved
Maggie Jablonski	Final Approval

ATTACHMENTS:

1. Res-AppropFundsSaltCreekBridge
2. Agreement

RESOLUTION NO.

A RESOLUTION APPROPRIATING FUNDS IN THE AMOUNT OF \$1,294,372 FOR THE CONSTRUCTION AND CONSTRUCTION ENGINEERING LOCAL MATCH AND AUTHORIZING THE MAYOR TO EXECUTE A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

Section 1: That the Mayor be and is hereby authorized to sign the attached document marked "Joint Funding Agreement for State-Let Construction Work," a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon signature of the Mayor.

Section 2: That the Mayor and Board of Trustees of Elk Grove Village authorized one million, two hundred and ninety four thousand, three hundred seventy two (\$1,294,372) or as much may be needed to match Federal funds in the completion of Section Number 18-00066-00-BR.

Section 3: That the Village Clerk of the Village of Elk Grove Village shall transmit five certified copies of this Resolution to the Illinois Department of Transportation.

Section 4: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Village of Elk Grove Village		Cook	18-00066-00-BR
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
ITEP	143057	CMAP	03-21-0017

Construction

State Job Number	Project Number
C-91-045-22	0LA3(176)

Construction on State Letting Construction Engineering Utilities Railroad Work

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 "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted 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, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
From	To			
Clearmont Pedestrian Bridge	(off system)	0.11 Mi		
Location Termini				
at Salt Creek				
Current Jurisdiction	Existing Structure Number(s)	Add Location		
Village of Elk Grove Village	N/A	Remove		

PROJECT DESCRIPTION

The project consists of the removal and replacement of an existing pedestrian bridge over Salt Creek, PCC bike path, lighting, embankment, sidewalk, pavement patching, HMA surface, curb and gutter, ADA ramps, storm sewer, grading, signing, landscaping, maintenance of traffic, and restoration and all incidental and collateral work necessary to complete the project. Engineer's project number 200852.60.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

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 an addendum.

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 _____ Remainder _____** 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.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

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.
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.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. 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 contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. 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 indicted 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.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. 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**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or

modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

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

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

18. 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.

THE STATE AGREES:

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.
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.
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 Addendum 2.
4. For agreements with federal and/or state funds in 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**.

IT IS MUTUALLY AGREED:

1. 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 Buy America provisions
2. 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.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. 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. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **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.
2. **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.

3. **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 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. **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.
5. **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.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 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. The 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 Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the LPA for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantee agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

ADDENDA

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

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

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

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Craig Johnson

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

366009201 conducting business as a Governmental Entity.

DUNS Number 072316581

UEI H7UKAR6JK9B3

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

Yangsu Kim, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. 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 Addenda.

Instructions for BLR 05310C Page 1 of 3

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets (BLRS) Manual, Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of LPA	Insert the name of the LPA.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project.
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.).
ITEP, SRTS, HSIP, Number	Insert the ITEP, SRTS, HSIP number assigned to this project.
MPO Name	From the drop-down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are: Bi-State Bi-State Regional Commission CMAP Chicago Metropolitan Planning Organization CUUATS Champaign/Urbana Urban Area Transportation Study DATS Danville Area Transportation Study DMATS Dubuque DSATS DeKalb/Sycamore Area Transportation Study DUATS Decatur Urbanized Area Transportation Study EWGCG East-West Gateway Council of Governments KATS Kankakee Area Transportation Study MCRPC McLean County Regional Planning Commission PPUATS Peoria/Pekin Urban Area Transportation Study RPC Region 1 Planning Council SATS Springfield Area Transportation Study SEMPO South East Metropolitan Planning Organization SIMPO Southern Illinois Metropolitan Planning Organization SLATS State Line Area Transportation Study
MPO Tip Number	Insert MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A"
Construction	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"
Project Number	Insert the project number assigned to the construction portion of this project.
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.
Construction Engineering	Check this box if the construction portion of this project will involve construction engineering.
Utilities	Check this box if the construction portion of this project will involve utility work.
Railroad Work	Check this box if the construction portion of this project will involve railroad work.
Location	Use the add location button to add additional locations if needed for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.
Add Location	Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead insert "Various" in the first location field.
Project Description	Insert a description of the work to be accomplished by this project.
Method of Financing	This area is for state-let contract only. Check one.
Method A	If this box is checked, insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked, insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.

Instructions for BLR 05310C Page 2 of 3

Method C If this box is checked, insert the dollar amount of the LPA's share of the construction costs for this project.

For State-Let Construction Projects

Addenda

Within the addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.

1. Location Map — Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost — Insert the division of cost age (see separate instructions for completing this document).
3. LPA Resolution — The LPA must pass an appropriation resolution covering the local share of the project and must grant signature authority to the signee. Attach the resolution as Addendum 3. If BLR 09110 or BLR 09120 are used to appropriate local fund, attach these forms to the signature authorization resolution.
4. IDOT Fiscal Approval Signature Page.

Approved

Local Public Agency The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number <https://sam.gov/content/duns-uei>).

Illinois Dept. of Transportation The appropriate IDOT official shall sign and date here.

Division of Cost Table

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

- Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
- Lump-sum to be utilized second not to exceed \$20,000 EDP funds.
- Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount.

Example: Maximum STR participation 80% not to exceed \$100,000.
Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds.

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Division of Cost Table

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

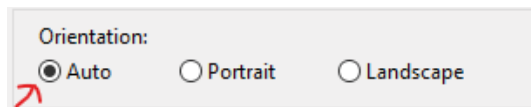
Type of Work	Choose the type of work from the drop-down list. Types to choose from are: Participating Construction, Non-Participating Construction, Construction Engineering, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type from the drop-down.
Amount	Insert the amount of federal funds for the type of listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete with following for state funds.
Fund Type	Choose the type of state fund type from the drop-down.
Amount	Insert the amount of state funds for the type of listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Choose the type of LPA funds from the drop-down.
Amount	Insert the amount of LPA funds for the type of listed under fund type.
%	Insert the percentage of LPA funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

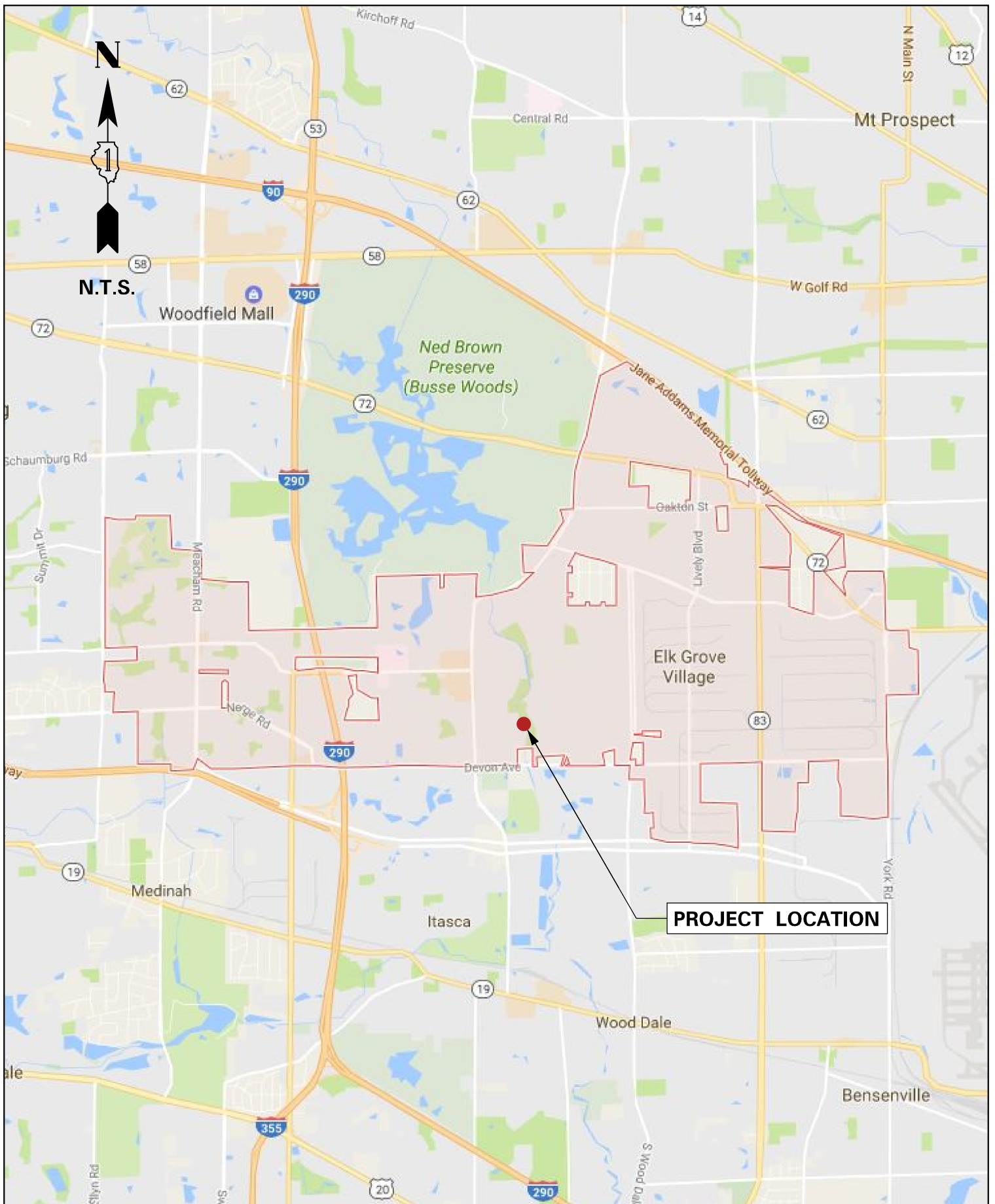
A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:

District file
Bureau of local Roads Central Office (2)

Printing Instructions

For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process.





VILLAGE OF ELK GROVE VILLAGE

CLEARMONT PEDESTRIAN BRIDGE

F.A.P.
RTE.

SECTION
18-00066-00-BR

COUNTY
COOK

LOCATION MAP

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING FUNDS IN THE AMOUNT OF \$1,294,372 FOR THE CONSTRUCTION AND CONSTRUCTION ENGINEERING LOCAL MATCH AND AUTHORIZING THE MAYOR TO EXECUTE A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

Section 1: That the Mayor be and is hereby authorized to sign the attached document marked "Local Public Agency Agreement For Federal Participation," a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

Section 2: That the Mayor and Board of Trustees of Elk Grove Village authorized one million, three hundred and nine thousand, three hundred fifty-five (\$1,294,372) or as much may be needed to match Federal funds in the completion of Section Number 18-00066-00-BR.

Section 3: That the Village Clerk of the Village of Elk Grove Village shall transmit five certified copies of this Resolution to the Illinois Department of Transportation.

Section 4: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

**Mayor Craig B. Johnson
Village of Elk Grove Village**

ATTEST:

Loretta M. Murphy, Village Clerk