APPROPRIATING THE SUM OF \$2,000,000 OF LOCAL FUNDS, INCLUDING \$1,000,000 OF MOTOR FUEL TAX FUNDS, FOR CONSTRUCTION SERVICES TO WIDEN, IMPROVE, AND OVERLAY PEACE ROAD NEAR FAIRVIEW DRIVE.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, on April 29, 2022, Illinois Department of Transportation (IDOT) publicly opened bids for the intersection improvements at Peace Road and Fairview Drive (the "Project") with the lowest responsible bid being William Charles Construction Co, LLC (the "Contractor") in the total amount of \$3,514,799.56 (the "Bid"); and

WHEREAS, the City must contribute \$2,000,000 in local funds through appropriation; and

WHEREAS, the City's corporate authorities find that appropriating the funds to advance the Project is in the City's best interests for the protection of the public health, safety, and welfare.

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

SECTION 1: The City's corporate authorities appropriate \$2,000,000 of Local Funds, including \$1,000,000 of MFT, and direct the Executive Assistance to execute Form BLR 09110 and incorporate herein, to advance the construction for the intersection improvements at Peace Road and Fairview Drive.

SECTION 2: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 12th day of September 2022 and approved by me as Mayor on the same day. Passed by a 6-0-2 roll call vote. Aye: Morris, Smith, McAdams, Verbic, Faivre, Barnes. Nay: None. Absent: Larson, Perkins.

COHEN BARNES, Mayor

ATTEST

Ruth A. Scott, Executive Assistant



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement	t?		Resolution T	уре	Resolution Number	Section Number			
☐ Yes ☐ No			Original		2022-080	15-00185-00-WR			
BE IT RESOLVED, by the Council			of the City						
	verning Body T				Local Publi	c Agency Type			
of DeKalb Name of Local Public Agency	Illio	nois th	at the following	g describ	ed street(s)/road(s)/str	ucture be improved under			
the Illinois Highway Code. Work shall be done	by Contrac		/ Labor						
For Roadway/Street Improvements:									
Name of Street(s)/Road(s)	Length (miles)	Rou	Route		From	То			
Peace Road	0.91	FAL	5369/9700	I-80 w	est ramp	IL-38			
For Structures:									
Name of Street(s)/Road(s)		Existing Structure No.			Location	Feature Crossed			
-									
BE IT FURTHER RESOLVED,									
That there is hereby appropriated the sum said section from the Local Public Agency's all irected to transmit four (4) certified originals of the section of the secti	lotment of Mo	tor Fue	Dolla <u>el Tax Funds</u> . I e district office	of the De	IRTHER RESOLVED, tepartment of Transporta) for the improvement of hat the Clerk is hereby dation.			
I, Ruth Scott	City			Exec. As	ssistant sk in and for said City				
Name of Clerk		cal Pub	lic Agency Type			ocal Public Agency Type			
of DeKalb Name of Local Public Agency	in	the St	ate aforesaid,	and keep	per of the records and f	iles thereof, as provided by			
statute, do hereby certify the foregoing to be a	true, perfect	and co	mplete origina	l of a res	solution adopted by				
Council of Governing Body Type	DeKalb Name	e of Loc	al Public Agenc	V	at a meeting held on	9-12-22 Date			
IN TESTIMONY WHEREOF, I have hereunto	set my hand a	and sea	al this Day	day of _	September Month, Year	J. 3037.			
(SEAL) (SEAL)	SOUTH AND SOUTH			Rec	srk Signature & Date	roved ure & Date ion P 9 9 1 Udron			

September 26, 2022

Ms. Ruth Scott, Executive Assistant City of DeKalb 164 E. Lincoln Hwy. DeKalb, IL 60115



MFT City of DeKalb Section No. 15-00185-00-WR

Dear Ms. Scott:

The resolution adopted by the City Council of DeKalb on September 12, 2022 appropriating \$1,000,000.00 of Motor Fuel Tax funds for this section was approved on September 26, 2022.

This resolution provides for the improvement of Peace Road from the west-bound ramps of I-88 to Illinois 38.

* NOTE: Approval of this resolution does not authorize expenditure of MFT funds. Proper documentation must be received by our office prior to paying any bills out of the MFT account.

If you have any questions, please contact Steve Chery at (815) 434-8426.

Sincerely.

Masood Ahmad, P.E. Region Two Engineer

By: Steve Chery, MSCE, P.E.

Local Roads and Streets Engineer

HJ:dcm/ResolutionAppr-Munic_DeKalb_15-00185-00-WR

12 3097-080



September 10, 2024

Ms. Ruth Scott City Clerk 164 E Lincoln Hwy DeKalb, Illinois 60115

Subject: City:

DeKalb

Section: 15-00185-00-WR Project: SYHG(876) Job: C-93-016-21

Joint Agreement

Dear Ms. Scott:

The federal funds were authorized on 3/18/2022 and a joint funding agreement was executed by the department on 8/28/2024

A copy is enclosed.

Sincerely,

Gregory S. Lupton, P.E.

Acting Engineer of Local Roads and Streets

Enclosure

cc: Cohen Barnes, Mayor

Trisha Thompson - Region 2 Attn: Steve Chery - District 3

Attn: DOT.CO.Programming@illinois.gov

Attn: Project Control (Sara.Reynolds@illinois.gov)

Attn: Stefanie.Kent@illinois.gov

Attn: DOT.BLRSFiscalControl@illinois.gov



incurred under this agreement has been paid.

Local Public Agency Agreement for Federal Participation



	LOCAL PUBLIC AGE	NCY					
Local Public Agency		Count	у	Section N			
City of DeKalb		DeKa	alb	15-001	15-00185-00-WR		
Fund Type	ITEP, SRTS, HSIP Number(s)	P, SRTS, HSIP Number(s) MPO Name					
STU	N/A		DSATS	2021-H-1	14		
Construction on State Letting Con	struction Local Letting Day Lat	oor Loca	I Administered Er	ngineering	☐ Right-of-Way		
Construction	Engineering		Right of Way				
Job Number Project Number	Job Number Project Numb	er	Job Number	Project Nu	mber		
C-93-016-21 SYHG(876)][]			
This Agreement is made and entered into be Illinois, acting by and through its Department improve the designated location as described behalf of the LPA and approved by the STA Highway Administration, hereinafter referred	nt of Transportation, hereinafter refe ed below. The improvement shall be ATE using the STATE's policies and d to as "FHWA".	erred to as " S " e consulted in	TATE". The STA accordance with	TE and LPA j plans prepar	jointly propose to red by, or on		
	LOCATION			04-411			
Local Street/Road Name	Key Route	Length		Stationing From	l To		
Peace Road	MS 9700	1.41 mi.	1	0.00	1.41		
Location Termini	WIG 0100	1. 1 1 11111		0.00			
IL Route 38 to I-88 Westbound Rar	nne						
Current Jurisdiction	прэ	Evietina	Structure Numbe	r/e\	Add Location		
LPA	1	Existing Structure Number(s) N/A					
LFA	PROJECT DESCRIP				Remove		
The project consists of the widening channelization. Peace Road will be South of IL Route 38.	-						
LOCAL PUBLIC AGE	ICY APPROPRIATION - REQU	IRED FOR	STATE LET CO	NTRACTS			
By execution of this Agreement the LPA at fund the LPA share of project costs. A copy					or ordinance to		
METHO	DD OF FINANCING - (State-Let	Contract V	Vork Only)				
Check One METHOD A - Lump Sum (80% of LPA	Obligation	_)					
Lump Sum Payment - Upon award of the c billing, in lump sum, an amount equal to 80 STATE the remainder of the LPA's obligat in a lump sum, upon completion of the proje	% of the LPA's estimated obligation ion (including any nonparticipating of	incurred und	er this agreemen	t. The LPA w	ill pay to the		
METHOD B Monthly Pay				feach succes			
Monthly Payments - Upon award of the cor an estimated period of months, or until 80% LPA will pay to the STATE the remainder of the project based upon final costs.	of the LPA's estimated obligation	under the pro	visions of the agr	eement has b	een paid. The		
	e divided b	y estimated to	otal cost multiplie	d by actual p	rogress payment.		
Progress Payments - Upon receipt of the co							

Printed 04/21/21 Page 1 of 6 BLR 05310 (Rev. 02/03/21)

total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation

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. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
- 11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.
- 12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
- 13. (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.
- 14. 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 antirust 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.
- 15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- 16. (STATE Contracts). 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.
- 17. 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

- 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.
- 18. To regulate parking and traffic in accordance with the approved project report.
- 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 20. 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.
- 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
- 22. (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.
- 23. (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, which ever 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 on the engineering projects.
- 24. (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 my 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.
- 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date 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.
- 26. (Single Audit Requirements) That 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** (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.
- 27. That the LPA is 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/
- 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that 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).

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/

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.
- (State Contracts) 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.
- (Day Labor) To authorize the LPA to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

- 4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction 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.

ADDENDA

A	dditi	ona	al information and/or stipulations are hereby attached and identified below as being a part of this agreement.
ſ		1.	Location Map
		2.	Division of Cost
		3.	LIA Resolution
A	dd	Rov	w

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.

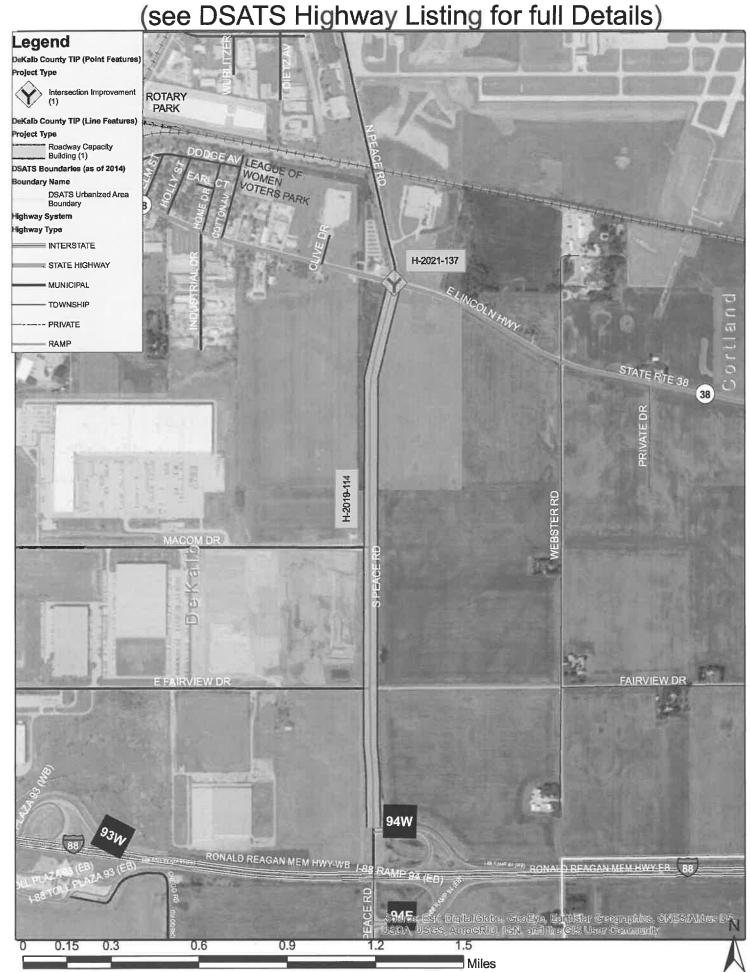
APPROVED	APPROVED State of Illinois	
Local Public Agency	Department of Transportation	
Name of Official (Print or Type Name)	Omer Osman P.E., Secretary	Date
Cohen Barnes	2	a landar
Title of Official	Omer Osman	8/23/24
Mayor		
Signature Date	By: Gregory S. Lupton, P.E. Acting Engineer of Local Roads and S	Streets
Cohen Dan 5/8/23	Stegory S. Gupton	8/28/24
	Director of Planning & Programming	Date
The above signature certifies the agency's Tin number is		
366005843 conducting business as a Governmental Entity.	N/A	
Duns Number 031611213	Chief Counsel	Date
	NA	

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

Chief Fiscal Officer

Date

DSATS FY 20-24 TIP



				ADDENDA	NUMBER 2						
Local Public Agency					County			Section Numb	er		
City of DeKalb					DeKalb				15-00185-00-WR		
Construction Job Number Project Number C-93-016-21 SYHG(876)			Engineering Job Number		Project Number		Right of Way Job Number		Project Number		
									,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
				DIVISION	OF COST						
		Federal Funds			State Funds Local F			Public Agency			
Type of Work		Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals	
- Participating Constru		\$1,520,000.00	*				Local Match	\$1,280,000.00	BAL	\$2,800,000.00	
Construction Enginee	ering STU	\$76,000.00	*				Local Match	\$19,000.00	BAL	\$95,000.00	
-											
-											
							-				
bbA	Tota	\$1,596,000.00		Total			Total	\$1,299,000.00		\$2,895,000.00	

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

80% STU funds not to exceed \$1,596,000

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.