

RESOLUTION 2022-099

PASSED: OCTOBER 10, 2022

AUTHORIZING THE APPROPRIATION OF LOCAL FUNDS AND A JOINT FUNDING AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE EXTENSION OF A MULTI-USE PATH ALONG FAIRVIEW DRIVE, DEKALB, ILLINOIS, FOR AN ESTIMATED \$18,500.

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, Article VII, Section 10, of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize the City and the Illinois Department of Transportation ("IDOT") to enter into intergovernmental agreements to jointly exercise, combine, transfer, and enjoy their powers, privileges, functions, and authority; and

WHEREAS, the City and IDOT negotiated a joint funding agreement in the form attached hereto and incorporated herein as Exhibit A (the "Agreement") to provide for the installation of a separated multi-use path (the "Project") with the City to pay an estimated \$18,500 as its share for the Project (the "City Funding"); and

WHEREAS, the City's corporate authorities find that it is in the City's best interests to approve the Agreement for the protection of the public health, morals and welfare; and

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

SECTION 1: The above recitals are true, correct, material, adopted and incorporated herein as Section 1 to this resolution.

SECTION 2: The City's corporate authorities approve, authorize, and direct the Mayor to execute the Agreement and for City staff to take all actions which may be necessary and proper to effectuate the Agreement including, but not limited to, appropriating the City Funding for the Project in an estimated amount of \$18,500.

SECTION 3: 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 its jurisdiction.

SECTION 4: 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 10th day of October 2022 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Larson, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None. Absent: Smith.




COHEN BARNES, Mayor

ATTEST:


Ruth A. Scott, Executive Assistant



Joint Funding Agreement for State-Let Construction Work

COPY

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	
City of DeKalb	DeKalb	19-00196-00-BT	
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU, COVID	N/A	DSATS	2021-H-269

Construction

State Job Number	Project Number
C-93-015-21	99QP(913)

☒ 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
Fairview Drive	FAU 5345	0.70 mi.	1.65	2.35
Location Termini				
Macom Drive to 0.2 Mile West of Peace Road				
Current Jurisdiction	Existing Structure Number(s)	Add Location		
City of DeKalb	N/A	Remove		

PROJECT DESCRIPTION

This project consists of constructing a 10-foot wide hot-mix asphalt shared-use path over an aggregate base course with 2' earth shoulders and 2' clear zones on either side.

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 _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.

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



Joint Funding Agreement for State-Let Construction Work

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 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.
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:



Joint Funding Agreement for State-Let Construction Work

- 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.



Joint Funding Agreement for State-Let Construction Work

Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus 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)

Cohen Barnes

Title of Official

Mayor

Signature

Date

Cohen Barnes

10-10-2022

The above signature certifies the agency's TIN number is

366005843 conducting business as a Governmental Entity.

DUNS Number 031611213

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

Yongsu 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.

ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number	Project Number
City of DeKalb	DeKalb	19-00196-00-BT	C-93-015-21	99QP(913)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$74,000.00	80%				Local	\$18,500.00	20%	\$92,500.00
Participating Construction	COVID	\$234,737.60	*				Local		BAL	\$234,737.60
Total		\$308,737.60		Total			Total		\$18,500.00	\$327,237.60

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

* 100% COVID funds NTE \$234,737.60 to be used first

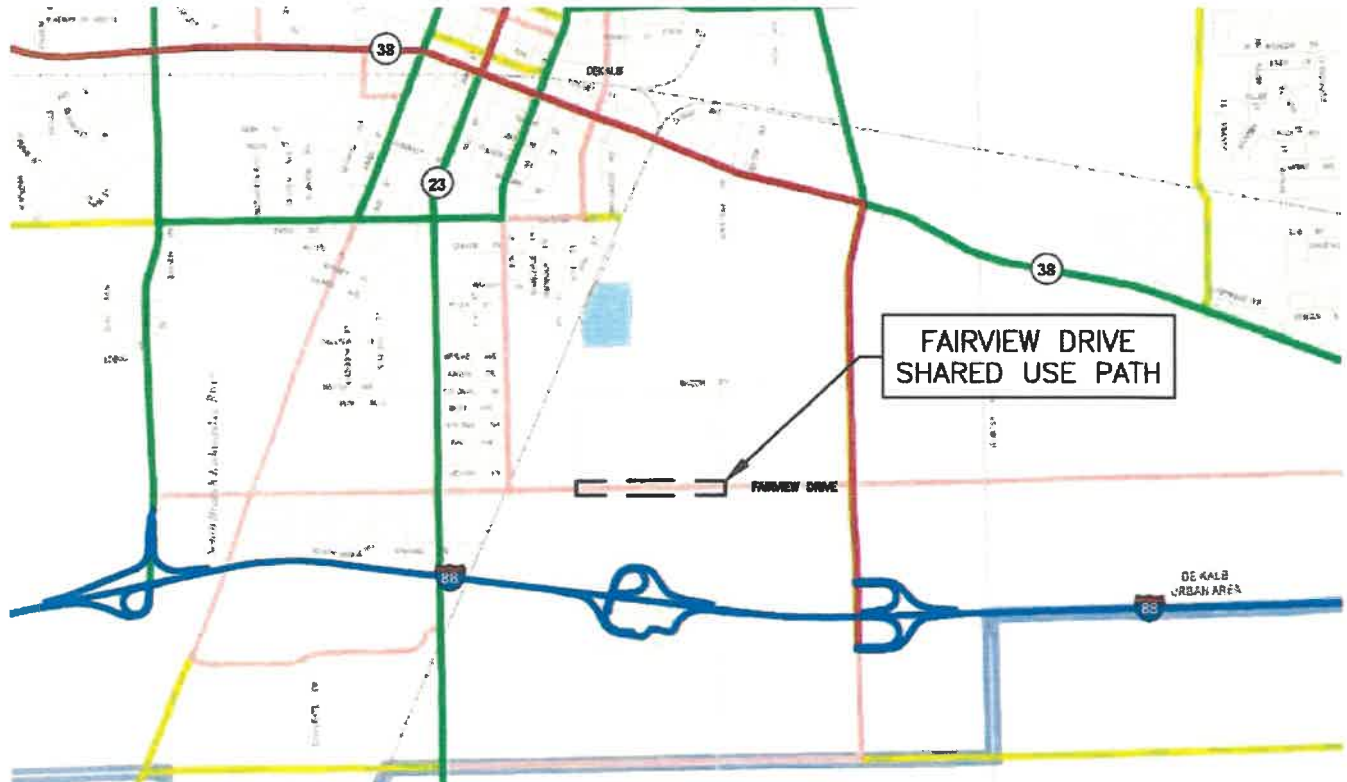
NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

5-YEAR CLASSIFICATION MAP
DE KALB URBAN AREA
DE KALB-SYCAMORE
DEKALB COUNTY
ILLINOIS

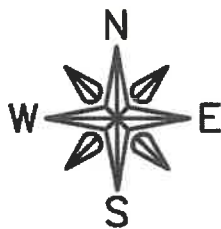
ILLINOIS DEPARTMENT OF TRANSPORTATION
U.S. DEPARTMENT OF TRANSPORTATION

5-Year Classification

- | | |
|----------------------------|----------------------------|
| 1 Interstate | Interstate, U.S., State |
| 2 Freeway or Expressway | Railroad |
| 3 Other Principal Arterial | State Boundary |
| 4 Minor Arterial | County Boundary |
| 5 Major Collector | Urban Boundary |
| 6 Minor Collector | River, Streams |
| 7 Local Road or Street | Lakes |
| | Civil Township or District |



NOTES:
1. This map is a summary of the data provided in the 5-year classification report.
2. The map is not intended to be used for legal purposes.
3. The map is not intended to be used for engineering purposes.
4. The map is not intended to be used for planning purposes.
5. The map is not intended to be used for any other purpose.



1000 0 1000 FEET
GRAPHIC SCALE IN FEET

Mapping & Information Systems
Illinois Department of Transportation

ROADWAY FUNCTIONAL CLASSIFICATION MAP

CITY OF DEKALB, IL 12/02/2021

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 104-003025

ILLINOIS
IOWA
WISCONSIN
**ATTACHMENT 1
SHEET 4 OF 4**

PLAT DATE 12/2/21

G:\C30\21\21-207 DeKalb Shared Use Path\Exhibits\21-207- PDR Overall Location Map.dwg 2628 Fehr Graham

Rs 2022-079



Illinois Department of Transportation

Office of Highways Project Implementation / Bureau of Local Roads & Streets
2300 South Dirksen Parkway / Room 205 / Springfield, Illinois / 62764

September 10, 2024

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



Subject: City: DeKalb
Section: 19-00196-00-BT
Project: 99QP(913)
Job: C-93-015-21
Joint Agreement

Dear Ms. Scott:

The federal funds were authorized on 5/7/2024 and a joint funding agreement was executed by the department on 9/6/2024.

A copy is enclosed.

Sincerely,

A handwritten signature in black ink that reads 'Gregory S. Lupton'.

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


**Illinois Department
of Transportation**
**Joint Funding Agreement for
State-Let Construction Work**
LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of DeKalb		DeKalb	19-00196-00-BT
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
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**Illinois Department
of Transportation**

**Joint Funding Agreement for
State-Let Construction Work**

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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 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.
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:



Joint Funding Agreement for State-Let Construction Work

- 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.



Joint Funding Agreement for State-Let Construction Work

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), "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. Resolution*
<input type="checkbox"/>	4.

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



Joint Funding Agreement for State-Let Construction Work

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)

Cohen Barnes

Title of Official

Mayor

Signature

Date

Cohen Barnes

10-10-22

The above signature certifies the agency's TIN number is
366005843 conducting business as a Governmental Entity.

DUNS Number **031611213**

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

Signed by:
Omer M. Osman by Gregory S. Lupton
D18B46B7D729494...

9/6/2024 | 1:16 PM CDT

Engineer of Local Roads & Streets

Date

N/A

Director of Highways PI/Chief Engineer

Date

N/A

Chief Counsel

Date

N/A

Vicki Wilson, Chief Fiscal Officer

Date

N/A

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.



Illinois Department of Transportation

Memorandum

To: Omer Osman
From: Greg Lupton, P.E.
Subject: LPA Agreement Fiscal Approval
Date: June 27, 2024

Attached for your review and signature is a listing and description of local public agency projects scheduled for the State Letting. The agreements have been reviewed and found acceptable for fiscal approval.

Page numbers shown with the list of projects correspond to the page number and line number of the attached project detail spreadsheet.

Should any project need to be excluded from approval on the attached list, please indicate by check marking the respective "Excluded from Approval" box.

If you have any questions or would like to review individual agreements, please let me know and we will follow up.

**Bureau of Local Roads and Streets
Joint Agreement Approval List**

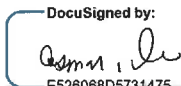
Page	Job Number	Local Agency	Amount of Agreement	Excluded from Approval
1-1	C-91-214-17	Palos Hills	\$2,606,400	
1-2	C-91-242-22	Elgin	\$3,855,300	
1-3	C-91-096-24	Sugar Grove	\$483,000	
1-4	C-91-094-24	Melrose Park	\$781,300	
1-5	C-91-185-24	South Holland	\$2,225,000	
1-6	C-92-047-21	Rochelle	\$1,599,873.88	
2-1	C-93-015-21	DeKalb	\$327,237.60	
2-2	C-93-019-24	DeKalb	\$2,000,000	
2-3	C-93-026-24	Peru	\$2,946,923.27	
2-4	C-93-025-24	Genoa	\$207,671.67	
2-5	C-93-113-24	Coal City	\$726,400	
2-6	C-97-059-22	Charleston	\$3,677,883.28	
3-1	C-98-007-22	Madison	\$830,000	
3-2	C-98-001-23	St. Clair County	\$233,333	
3-3	C-98-012-25	S.I.U. Edwardsville	\$830,000	
4-1	C-93-013-23	LaSalle County	\$7,115,400	
4-2	C-93-012-24	DeKalb County	\$2,962,180	
4-3	C-97-029-24	Coles County	\$2,663,473	
4-4	C-97-053-24	Jasper County	\$772,000	
4-5	C-97-076-22	Moultrie County	\$1,400,000	
4-6	C-98-024-24	Madison County	\$2,600,000	
5-1	C-99-070-24	Saline County	\$2,700,000	
5-2	C-99-009-23	Franklin County	\$1,088,800	
5-3	C-99-014-25	Jefferson County	\$1,387,551.90	
6-1	C-97-095-23	Shelby County	\$1,550,000	
7-1	C-92-059-22	Moline	\$746,800	
7-2	C-96-050-24	Beardstown	\$975,438	
8-1	C-91-199-24	Cary	\$750,000	

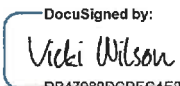
**Bureau of Local Roads and Streets
Joint Agreement Approval List**


Page	Job Number	Local Agency	Amount of Agreement	Excluded from Approval
9-1	C-93-010-20	Kirkland	\$4,039,000	
9-2	C-93-003-23	DeKalb County	\$860,309.59	
9-3	C-93-003-24	Bureau County	\$693,000	
9-4	C-93-004-24	Bureau County	\$630,000	
9-5	C-93-005-24	DeKalb County	\$1,312,500	
9-6	C-93-006-24	Ford County	\$450,000	
10-1	C-93-010-24	Livingston County	\$475,000	
10-2	C-93-023-24	Kankakee County	\$750,000	
10-3	C-93-003-25	Grundy County	\$1,000,000	
10-4	C-95-011-25	Ludlow Township	\$300,000	
10-5	C-95-012-25	Ogden Township	\$310,000	
10-6	C-95-013-25	Ogden Township	\$300,000	
11-1	C-96-232-12	Sangamon County	\$3,121,250	
11-2	C-96-004-24	Christian County	\$450,000	
11-3	C-97-147-21	Clay County	\$623,000	
11-4	C-97-080-23	Crawford County	\$650,000	
11-5	C-98-025-24	Alton	\$829,000	
11-6	C-99-038-21	Union County Road District	\$430,000	
12-1	C-94-056-23	Galesburg	\$350,000	
12-2	C-94-025-24	Aledo	\$410,000	
12-3	C-95-032-24	Vermilion County Highway Department	\$1,111,111	
12-4	C-96-054-24	New Berlin	\$312,500	
12-5	C-99-009-24	Union County	\$2,395,560	
13-1	C-91-110-18	Evergreen Park	\$689,500	

**Bureau of Local Roads and Streets
Joint Agreement Approval List**

The above is a listing of joint agreements for improvements scheduled for the State Letting. The joint funding agreements associated with these projects have been reviewed by the Department and recommended for execution. Concurrence is hereby given to execute the joint funding agreements listed above.

By: 
DocuSigned by:
E526068D5731475...
Omer Osman, Secretary
Date: 7/8/2024 | 3:50 PM CDT

By: 
DocuSigned by:
DB470889DC9EC4E2...
Vicki Wilson, Chief Fiscal Officer
Date: 7/8/2024 | 9:06 AM CDT

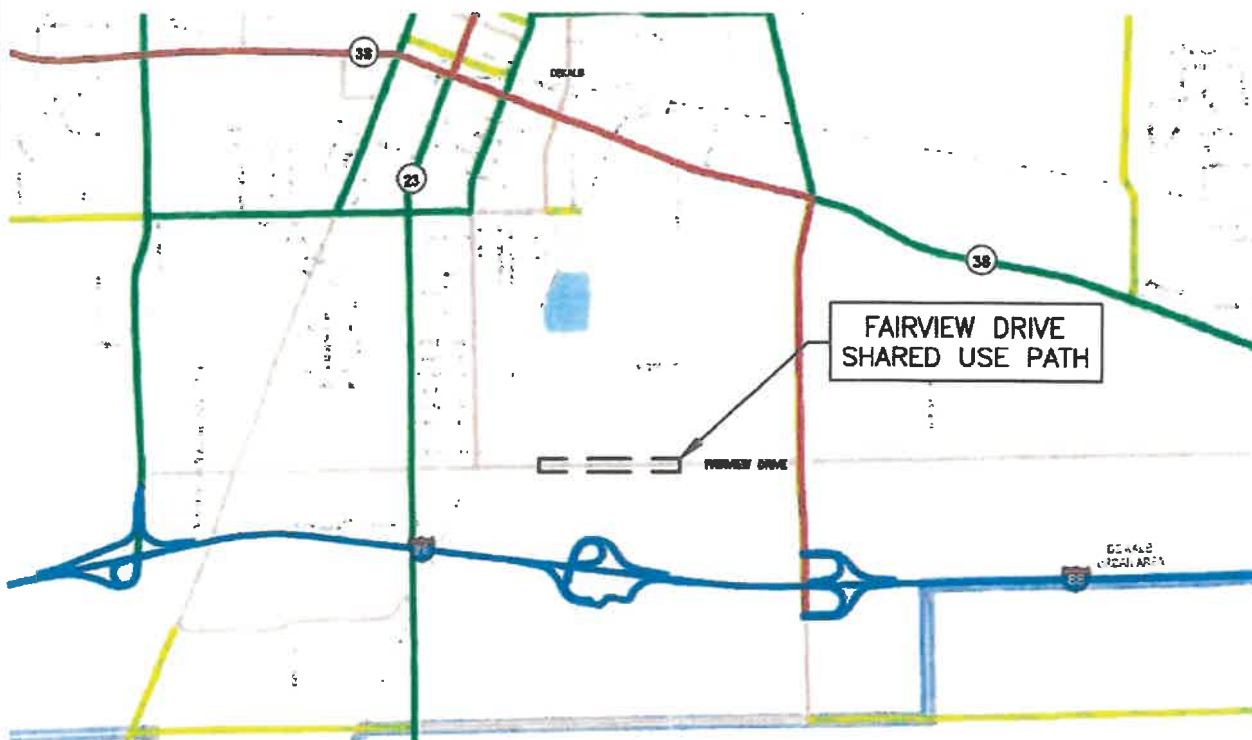
By: 
DocuSigned by:
0049D50ACE151A8...
**Justan W. Mann, Deputy Director
of Highways PI**
Date: 7/3/2024 | 4:54 PM CDT

By: 
DocuSigned by:
80F32C4E4ED7410...
Mike Prater, Chief Counsel
Date: 7/5/2024 | 1:12 PM CDT

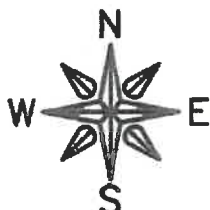
5-YEAR CLASSIFICATION MAP
DE KALB URBAN AREA
DE KALB-SYCAMORE
DEKALB COUNTY
ILLINOIS

DESIGNED BY
ILLINOIS DEPARTMENT OF TRANSPORTATION
OFFICE OF PLANNING AND DESIGN
A DIVISION OF
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

5-Year Classification	
1 Interstate	Interstate, U.S., State
2 Freeway or Expressway	Railroad
3 Other Principal Arterial	State Boundary
4 Minor Arterial	County Boundary
5 Major Collector	Urban Boundary
6 Minor Collector	River, Streams
7 Local Road or Street	Lakes
	Civil Township or District



NOTES
1. This map was prepared for the City of DeKalb, IL.
2. The map shows the 5-year classification of the road network.
3. The map is for informational purposes only and does not constitute a contract.
4. The map is subject to change without notice.
5. The map is not to be used for legal purposes.



1000 0 1000 FEET
GRAPHIC SCALE IN FEET

Mapping & Information Systems
Illinois Department of Transportation

ROADWAY FUNCTIONAL CLASSIFICATION MAP

CITY OF DEKALB, IL 12/02/2021

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-000000

ILLINOIS
IOWA
WISCONSIN
**ATTACHMENT 1
SHEET 4 OF 4**

PLAT DATED 12/2/21

B:\C21\21-207 DeKalb Shared Use Path\Exhibits\21-207- PDR Overall Location Map.dwg 06/29/2021

ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number	Project Number
City of DeKalb	DeKalb	19-00196-00-BT	C-93-015-21	99QP(913)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$74,000.00	80%				Local	\$18,500.00	20%	\$92,500.00
Participating Construction				State Only	\$234,737.60	*	Local		BAL	\$234,737.60
Total		\$74,000.00		Total		\$234,737.60	Total		\$18,500.00	\$327,237.60

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

* Lump Sum State Only funds NTE \$234,737.60 to be used first (these funds replaced COVID Relief funds and are not a match to the federal funds)

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.