

RESOLUTION NO. R-2022-58

**RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY AGREEMENT FOR
FEDERAL PARTICIPATION (JOINT FUNDING AGREEMENT FOR STATE-LET CONSTRUCTION WORK)
TO BE ENTERED INTO BY THE VILLAGE OF MAYWOOD AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT")
AND FOR THE APPROPRIATION OF VILLAGE FUNDS FOR THE PURPOSE OF
PAYING FOR THE LOCAL AGENCY SHARE RELATED TO THE CONSTRUCTION OF
THE CERTAIN STREET IMPROVEMENTS ALONG WASHINGTON BOULEVARD UNDER IDOT PROJECT NUMBER
V8AD(050), STATE JOB NO. C-91-187-18, MFT SECTION NO. 18-00139-00-PV**

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois, a home rule Illinois municipal corporation, desire to participate in the Illinois Department of Transportation's ("IDOT") Surface Transportation Program ("STP Program") for the purpose of funding a portion of the certain construction work related to the reconstruction of Washington Boulevard between 21st Avenue and 9th Avenue in accordance with the terms set forth in the Local Public Agency Agreement for Federal Participation (Joint Funding Agreement for State-Let Construction Work) (the "LPA Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the improvements to be constructed under the LPA Agreement (Exhibit "A") consist of the reconstruction of Washington Boulevard Madison Street between 21st Avenue and 9th Avenue, including the removal and replacement of asphalt pavement; removal and replacement of curb and gutter, driveway aprons, and the public sidewalk; installation of storm sewer and drainage structures; installation of a 8" ductile iron water main at certain locations, aggregate base course, hot-mix asphalt (HMA) pavement, pavement markings including an on-street bicycle lane, restoring disturbed parkways with topsoil and sod, installation of a new lighting system, modernized traffic signals, signage, and all other appurtenant work, within the Village's corporate boundaries (the "Project"). The estimated the Total Project Costs, after competitive bidding of the Project, is \$6,260,659.00; and

WHEREAS, the State of Illinois, through the IDOT, has agreed to participate and provide the funding for the actual construction costs associated with the Project through the STP Program at a level of 80% of the actual construction cost, but not to exceed an amount equal to \$2,800,000.00, in accordance with the terms set forth in the attached LPA Agreement (Exhibit "A"); and

WHEREAS, the President and Board of Trustees of the Village of Maywood agree to appropriate and authorize the expenditure of an amount equal to \$3,460,659.00, or as much as may be needed to match federal funds from General Corporate Funds or other available lawful funding sources, to pay the Village's portion of all related construction costs for the Project improvements under IDOT Project Number V8AD(050), State Job No. C-91-187-18, MFT Section No. 18-00139-00. The Village anticipates using \$1,587,626.00 of Rebuild Illinois Bond Funds and \$1,390,683.00 of General Corporate Funds or and/or Motor Fuel Tax Funds and \$482,350.00 of Village Sewer and Water Funds to pay its share to complete the Project. The Village further agrees to pay 100% of all related Project construction costs in excess of the \$2,800,000.00 STP Program funding threshold for the Project; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached LPA Agreement (Exhibit "A") and to appropriate and authorize the expenditure of its Madison Street / 5th Avenue Tax Increment Financing District Funds for the Project pursuant to its home rule powers and contracting authority provided by Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of Article VII (Local Government) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and finds that entering into the LPA Agreement is in the best interests of the Village and its residents, businesses, property owners and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Incorporation. Each paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval of Documents. The President and Board of Trustees of the Village Maywood authorize the approval and execution of the Local Public Agency Agreement for Federal Participation (Joint Funding Agreement for State-Let Construction Work) to be entered into with the Illinois Department of Transportation ("IDOT"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees also agree to appropriate and authorize the expenditure of an amount equal to \$3,460,659.00, or as much as may be needed to match federal funds from General Corporate Funds, Rebuild Illinois Bond Funds, Motor Fuel Tax Funds, Village Sewer and Water Funds or other available, lawful, eligible funds, to pay the Village's share of all related construction costs for the Project improvements under Illinois Department of Transportation Project Number V8AD(050), State Job No. C-91-187-18, MFT Section No. 18-00139-00-PV. Further, the President and Board of Trustees authorize and direct the Village President and Village Clerk, or their designees,

SECTION 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney to execute and deliver the LPA Agreement and to execute and deliver all other Project related instruments and documents that are necessary to fulfill the Village's obligations under the LPA Agreement and to arrange to pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the LPA Agreement. In addition, the Village Board authorizes and directs the Village President and the Village Clerk, or their designees, to execute any updated version of the attached LPA Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village of Maywood authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including this Resolution and the attached Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by IDOT or any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement and for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its approval as required by law.

ADOPTED this 6th day of December, 2022, pursuant to a roll call vote as follows:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford,
A. Peppers and I. Brandon

NAYS: None

ABSENT: None

APPROVED by me as Village President, and attested to by the Village Clerk, on the 6th day of December, 2022.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

EXHIBIT "A"

**Local Public Agency Agreement for Federal Participation
(Joint Funding Agreement for State-Let Construction Work)
Entered Into Between the Village of Maywood and
the Illinois Department of Transportation ("IDOT")**

(attached)



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

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Village of Maywood		Cook	18-00139-00-PV
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	04-10-0025

Construction

State Job Number	Project Number
C-91-187-18	V8AD(050)

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	
Washington Boulevard	FAU 1411	0.77 Mi	From	To
			1.48	2.25
Location Termini				
21st Avenue to 9th Avenue				
Current Jurisdiction	Existing Structure Number(s)		Add Location	
LPA	N/A		Remove	

PROJECT DESCRIPTION

This work consists of the removal of the existing pavement; removal and replacement of curb and gutter, driveway aprons, and the public sidewalk; installation of storm sewer and drainage structures; installation of a 8" ductile iron water main, aggregate base course, hot-mix asphalt (HMA) pavement, pavement marking, restoring disturbed parkways with topsoil and sod, installation of a new lighting system, traffic signals and all other appurtenant work necessary to complete the project.

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.

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 checked="" type="checkbox"/>	4. GATA Reporting

*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)

Nathaniel George Booker

Title of Official

Village President

Signature

Date

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The above signature certifies the agency's TIN number is 366005990 conducting business as a Governmental Entity.

DUNS Number 074381526

UEI NPFADU3GJVG3

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

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By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

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

Date

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Yongsu Kim, Chief Counsel

Date

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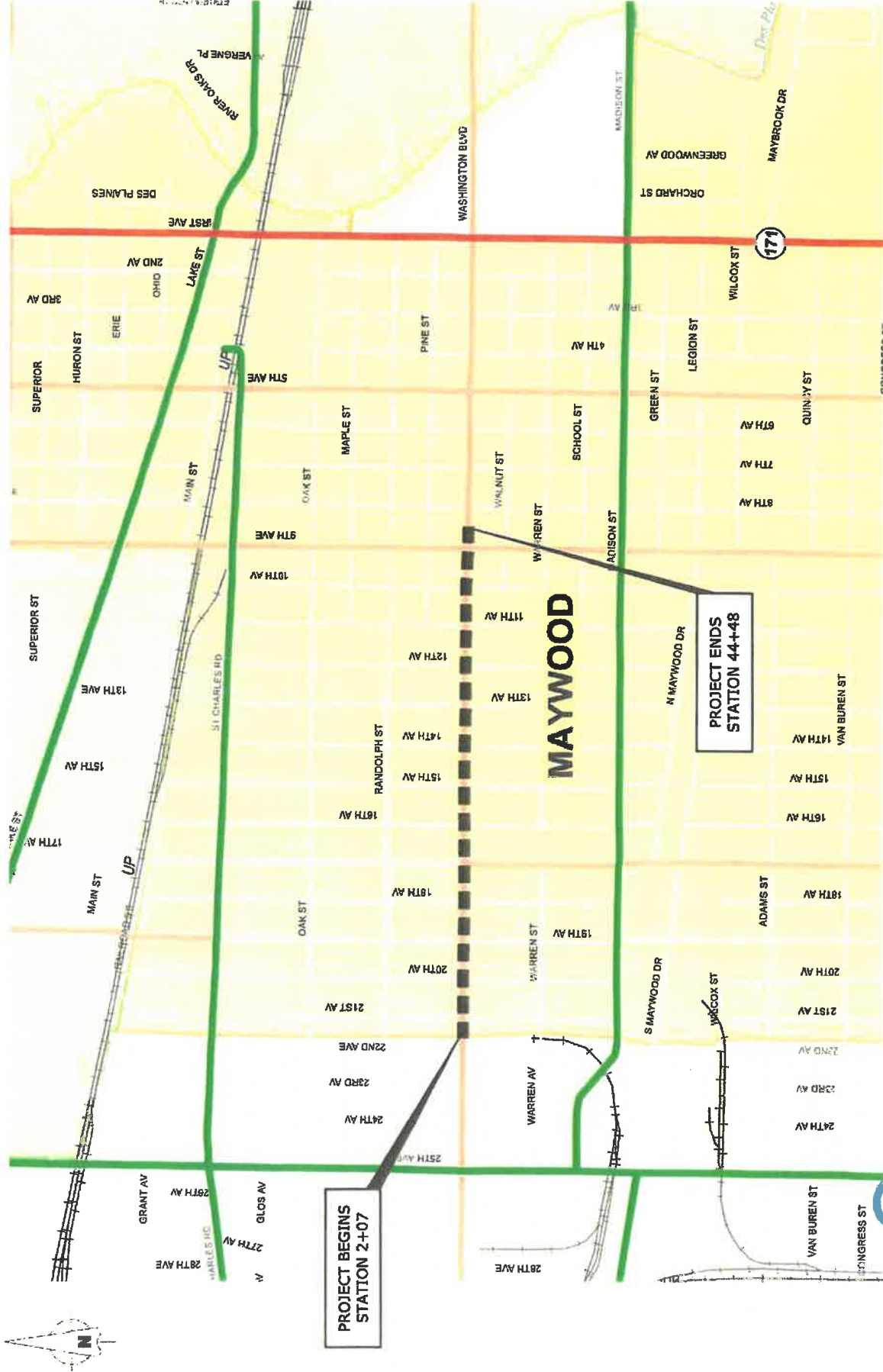
Vicki Wilson, Chief Fiscal Officer

Date

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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.



**LOCATION MAP
WASHINGTON BOULEVARD
VILLAGE OF MAYWOOD**

**ADDENDA 3 –
LPA APPROPRIATION RESOLUTION**

Please attach the completed/signed LPA Appropriation Resolution

Please note that the resolution must be dated before or the same day the
agreement is sign

ADDENDA 4

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>)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, Cook County, Illinois, certify that the attached document is a true and correct copy now on file in my office, entitled:

RESOLUTION NO. R-2022-58

RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION (JOINT FUNDING AGREEMENT FOR STATE-LET CONSTRUCTION WORK) TO BE ENTERED INTO BY THE VILLAGE OF MAYWOOD AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") AND FOR THE APPROPRIATION OF VILLAGE FUNDS FOR THE PURPOSE OF PAYING FOR THE LOCAL AGENCY SHARE RELATED TO THE CONSTRUCTION OF CERTAIN STREET IMPROVEMENTS ALONG WASHINGTON BOULEVARD UNDER IDOT PROJECT NUMBER V8AD(050), STATE JOB NO. C-91-187-18, MFT SECTION NO. 18-00139-00-PV

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Meeting of the Board of Trustees held on the 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Maywood was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Maywood, and that the result of the vote was as follows, to wit:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: None

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 7th day of December 2022.

SEAL

Gwaine Dianne Williams, Village Clerk