

**RECORDING
NOT REQUIRED**

PREPARED BY:

**CITY OF TROY
116 E. MARKET STREET
TROY, IL 62294**

RETURN TO: CITY CLERK

**CITY OF TROY
RESOLUTION 2022 – 31**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A PROJECT AGREEMENT
WITH MEPRD TO EXTEND THE TRI-TOWNSHIP PARK TRAIL TO
U.S. SENATOR PAUL SIMON PARK**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 15th DAY OF AUGUST 2022**

**CITY OF TROY
RESOLUTION NO. 2022 - 31**

**A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR
PARK COMMISSION FUNDS FROM MADISON COUNTY**

WHEREAS, the City Council of the City of Troy, Illinois, proposes to improve bicycle access within the city by extending the trail system within Tri-Township Park to U.S. Senator Paul Simon Park; and

WHEREAS, the overall funding budget for the project is estimated at approximately \$550,000; and

WHEREAS, the City made application to the Metro East Parks and Recreation District (MEPRD) for a FY 2023 grant; and

WHEREAS, the MEPRD has approved and awarded the City's grant application in an amount not to exceed \$220,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Troy, Illinois, authorizes the acceptance of this awarded grant; and


BE IT FURTHER RESOLVED that the City Council of the City of Troy, Illinois, hereby authorizes the Mayor to sign the project agreement regarding this trail extension with MEPRD.

PASSED this 15th day of August, 2022.


Aldermen:

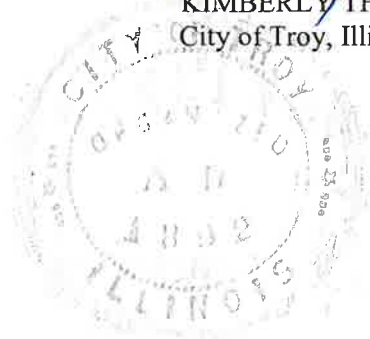
Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>8</u>
Tim Flint	<u>AYE</u>	Debbie Knoll	<u>AYE</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>AYE</u>	Absent:	<u>0</u>
Nathan Henderson	<u>AYE</u>	Troy Turner	<u>AYE</u>	Abstain:	<u>0</u>

APPROVED:

By: 
DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:

By: 
KIMBERLY THOMAS, Clerk
City of Troy, Illinois





Proudly serving Madison and St. Clair Counties in Illinois

August 9, 2022

City of Troy
Attn: Tom Cissell, City Engineer
116 East Market Street
Troy, Illinois 62294

Subject: MEPRD FY 2023 Park and Trail Grant Program | Award Letter
Project: Tri-Township Park Trail Extension to U.S. Senator Paul Simon Park

Dear Mr. Cissell:

On behalf of the Metro East Park and Recreation District (MEPRD) Board of Directors, I want to congratulate the City of Troy on being tentatively awarded a grant not to exceed **\$220,000.00** for the project titled: *Tri-Township Park Trail Extension to U.S. Senator Paul Simon Park*. I say tentatively only because there are a few steps remaining to finish the award process.

As mentioned in the MEPRD grant application, find enclosed two (2) Project Agreements for the project that need to be fully executed by the Project Sponsor and MEPRD to complete the grant award process. Please sign the agreements and return both copies to me at your earliest convenience but no later than Friday, September 9th, 2022.

The Project Agreement is based on information taken from the MEPRD Grant Application as submitted, approved, and on file. After MEPRD receives and reviews the returned agreements and verifies the Project Sponsor has met all current grant program requirements and obligations, MEPRD will fully execute the Project Agreement, thus completing the award process. An original Project Agreement, a fully executed copy of the MEPRD Grant Application, and a notice to proceed letter will then be forwarded for your records. *As a friendly reminder, any project costs incurred before MEPRD issues the Notice to Proceed Letter will be deemed ineligible for grant reimbursement.*

Please contact us should you have any questions.

Congratulations again,

A handwritten signature in blue ink, appearing to read 'Cole Preston', is written over a faint circular stamp.

Cole Preston
Grant Coordinator

Encl. [2]

**METRO EAST PARK AND RECREATION DISTRICT
- PROJECT AGREEMENT -**

PROJECT SPONSOR: City of Troy

PROJECT TITLE: Tri-Township Park Trail Extension to U.S. Senator Paul Simon Park

FUNDING PROGRAM: MEPRD FY23 Park and Trail Grant Matching Program

MEPRD FUNDING AMOUNT: Not to exceed \$220,000.00 (see Section 3 for more details)

MEPRD FUNDING EXPIRATION DATE: September 10, 2025

This Project Agreement is entered into by and between the **Metro East Park and Recreation District (hereinafter called "MEPRD")** and **City of Troy (hereinafter called the "GRANTEE")**. Whereas, MEPRD desires to award a grant to the GRANTEE for a certain project as specified herein. Now, therefore, the contracting parties hereto mutually agree as follows:

**SECTION 1
SCOPE OF PROJECT**

A. The GRANTEE verifies that it has the appropriate authority to proceed, by Resolution or otherwise, and shall perform the Project, as specified and described herein and as specified and described in the MEPRD FY23 Park and Trail Grant Application as submitted by GRANTEE and as approved by MEPRD, in a satisfactory and proper manner as determined by MEPRD.

B. The scope of the Project may only be modified or supplemented by the written agreement of the parties to this Project Agreement. The GRANTEE recognizes that unauthorized scope changes shall be ineligible for reimbursement by MEPRD.

C. Future amendments and revisions to the property acquired or developed with MEPRD assistance, or to the facilities constructed or improved by the Project, will be accepted by MEPRD only under the conditions outlined within the approved Grant Application and by written request of the GRANTEE.

**SECTION 2
GRANT REQUEST TYPES**

A. The GRANTEE understands and agrees that the MEPRD grant money being provided pursuant to this Project Agreement is either contingent or non-contingent, as indicated below:

1. Grant **IS NOT** contingent on the GRANTEE being a successful (awarded) applicant of a separate grant from another granting agency and will proceed as allowed for within the approved grant application and this Project Agreement.

2. Grant **IS** contingent on the GRANTEE being a successful (awarded) applicant of a separate grant from another granting agency and:

a. If GRANTEE is awarded the contingent grant in whole, application will be converted to non-contingent status and project will proceed as allowed for within the approved grant application and this Project Agreement; OR

b. If GRANTEE is not awarded or is partially awarded the contingent grant, GRANTEE can either (1) cancel MEPRD's contingent award without penalties to GRANTEE or (2) convert the application to non-contingent status and proceed with the project as allowed for within the approved grant application and this Project Agreement.

c. GRANTEE agrees to inform MEPRD of the award results within ninety (90) days from notification of the named grant and understands that failure to do so may result in MEPRD's contingent award being rescinded with penalty.

d. In no case shall the project scope be revised.

B. Additional provisions are found within the approved grant application.

**SECTION 3
FUNDS AND PAYMENT**

A. It is agreed by the parties to this Project Agreement that no obligations for payment under this Project Agreement shall be incurred by MEPRD until the GRANTEE has been issued a notice to proceed letter by MEPRD.

B. It is understood and agreed by the parties hereto that the sum awarded by MEPRD pursuant to this Grant will equal no more than 2X a Standard Applicant's required and actual local match or 4X a Rural or Economically Distressed Applicant's required and actual local match. Also MEPRD's award will not exceed 40% of eligible project costs; nor will it exceed \$300,000; nor will it exceed the original amount requested by the GRANTEE and approved by MEPRD.

C. Payment by MEPRD shall be made on a reimbursement basis after all final obligations are satisfied and a Reimbursement Request Packet has been submitted by GRANTEE and approved by MEPRD. MEPRD's payment will be made via a single check made payable to the GRANTEE. Reimbursement Request Forms can be found on MEPRD's website.

D. Disbursement of funds will not be made without properly authorized and executed statements, attachments, requisitions, and supportive records.

SECTION 4 TIME OF PERFORMANCE

A. The GRANTEE shall commence the Project as soon as practicable and within one (1) year upon receipt of MEPRD'S notice to proceed letter and fully executed Project Agreement and the Project shall be completed by the GRANTEE within three (3) years or no later than **September 10, 2025**.

B. Any requests for extensions from the completion date must be submitted in writing and approved by MEPRD within 30 days of MEPRD's funding expiration. Should the GRANTEE not start the Project within one (1) year of the executed date of this Project Agreement, MEPRD reserves the right to withdraw all funding for the Project.

SECTION 5 RECORDS, REPORTS, INSPECTIONS, AND THE CONDITIONS OF COMPLIANCE

A. The GRANTEE shall establish and maintain records in accordance with requirements prescribed by MEPRD with respect to all matters covered by the Project Agreement. Such records shall include, but not be limited to, the following:

1. Financial management records, which identify adequately the source and application of funds for the Project;
2. Records regarding compliance of all contractors performing construction work with grant funds.

B. Except as otherwise authorized by MEPRD, the GRANTEE shall retain all records related to the Project for a period of five (5) years, or longer if required by law, after receipt of the final payment under this Project Agreement or termination thereof.

C. The GRANTEE shall support all costs sought to be reimbursed in the form of properly executed records, contracts, vouchers, orders, invoices, pay requests, cancelled checks, timesheets, and any other accounting documents pertaining in whole or in part to this Project Agreement.

D. The GRANTEE shall at any time during normal business hours make available to MEPRD for examination and copying all of its records with respect to matters covered by this Project Agreement and shall permit MEPRD or its designated representative to audit and inspect all records, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Project Agreement, to the extent allowed by law.

E. MEPRD or its designated representative shall have access to facilities constructed or improved by this Project at all reasonable times for inspection purposes to ensure GRANTEE's continued compliance with program regulations and requirements. It is understood by the GRANTEE that an MEPRD representative may make periodic inspections of the Project as construction progresses and throughout the life of the Project. Final inspection and acceptance of the completed Project must be made by a representative or agent of MEPRD prior to final grant reimbursement to the GRANTEE.

F. The GRANTEE is responsible for completing and returning, in a timely manner, any project progress report/requests that may be sent out by MEPRD before, during, and/or after completion of this Project. It is understood that failure to submit progress reports could jeopardize GRANTEE's MEPRD grant award.

SECTION 6 CONFLICT OF INTEREST

A. No officer, employee, or agent of MEPRD who exercises any function in connection with the award and/or completion of this Project shall have any personal financial interest in this Project or Project Agreement and the GRANTEE shall comply with all federal, state, and local conflict of interest laws, statutes, and regulations. All such laws, statutes, and regulations shall apply to all parties and beneficiaries under this Project Agreement.

B. The GRANTEE agrees that it will give notice to any Contractor, person, or entity involved in the Project and will incorporate into every written contract drafted and executed for the Project the following provisions: "The Contractor covenants that he or she presently has no interest of any kind and shall not acquire any type of interest, direct or indirect, in the Project or any property involved therein which would conflict in any manner or degree with the performance of his or her services and obligations hereunder. The Contractor further covenants that in the performance of this Project no person with any conflicting interest shall be knowingly employed in the performance of this Project."

C. In order for MEPRD to determine whether a conflict may exist, any Contractor, person, or entity who may have any interest (direct or indirect) in the Project or property therein must disclose such interest to MEPRD. MEPRD shall have sole authority to determine whether a disqualifying conflict exists.

**SECTION 7
COMPLIANCE WITH LAW**

The GRANTEE shall comply with all applicable laws, ordinances, and codes of the United States, the State of Illinois, and local governments, including, but not limited to, Title VII of the Civil Rights Act of 1964, and no person shall, on the grounds of race, color, national origin, sex, age, religion, sexual orientation, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any grant, program, or activity for which the GRANTEE receives assistance from MEPRD. GRANTEE acknowledges that it has performed due diligence to assure its Project complies with the requirements of the Americans with Disabilities Act of 1990. Any failure to so comply will render this Grant revocable, and the grant funds shall be refunded to MEPRD.

**SECTION 8
ASSIGNABILITY**

The GRANTEE shall not assign any interest in this Project Agreement without the prior written consent of MEPRD.

**SECTION 9
TERMINATION**

A. If the GRANTEE violates any provision of this Project Agreement, MEPRD may terminate this Project Agreement in whole or in part, at its discretion, unless the GRANTEE causes such violation to be corrected to MEPRD's satisfaction within a period of thirty (30) days after written notice is received specifying the violation.

B. If MEPRD terminates this Project Agreement, in whole or in part, termination shall be effected by the issuance of a written notice of termination, which shall specify the basis for the termination and the date upon which such termination shall become effective.

C. Failure to timely complete a project or withdrawal of a project due to lack of performance, insufficient funds, or change in the nature of the Project by the GRANTEE may result in withdrawal of MEPRD funding and a penalty rendering the applicant ineligible for MEPRD grant assistance consideration for the next two (2) consecutive MEPRD annual park and trail grant programs.

D. Upon termination of this Project Agreement, MEPRD reserves the right to seek any remedies available to it for damages or costs incurred by MEPRD as a result thereof.

**SECTION 10
AMENDMENTS AND NOTICES**

All amendments, notices, requests, objections, and/or consents of any kind made pursuant to this Agreement shall be in writing and be executed by or served upon all parties hereto.

**SECTION 11
INDEMNIFICATION**

The GRANTEE agrees to protect, indemnify, and hold MEPRD harmless from and against any and all damages, suits, claims, demands, causes of action, or alleged or potential causes of action arising out of any failure of the GRANTEE to comply with all applicable laws enacted now or to be enacted in the future as the same may apply to the subject matter of this Grant Agreement and all damages, suits, claims, demands, causes of action, or alleged or potential causes of action arising from any injury to person(s) or damage to property directly and exclusively caused by the GRANTEE, its officers, agents, employees, or independent contractors in the performance of any of the activities arising out of this Grant Project Agreement. The GRANTEE shall be required to assume the defense of MEPRD in any claim or suit covered by this Section and shall pay all damages, costs, expenses, and attorney fees incurred by MEPRD as a result thereof.

**SECTION 12
INSURANCE**

The GRANTEE and any Contractor hired or retained by GRANTEE in connection with the Project shall maintain comprehensive general liability insurance in an amount not less than \$1,000,000 for this Project.

**SECTION 13
EMPLOYMENT, AGENCY, OR CONTRACTOR RELATIONSHIP**

It is expressly agreed and understood that this Project Agreement creates no employment, agency, or contractor relationship between MEPRD and GRANTEE or its employees, agents, or contractors.

**SECTION 14
SIGNAGE/PUBLICITY**

The GRANTEE must post a permanent grant acknowledgment sign in an area for public viewing at the grant-assisted project site. The design and specifications for its construction are not furnished by MEPRD; it will be determined by the GRANTEE and must include, at minimum, the MEPRD logo, Project Sponsor's name, and Project Name, as known upon project completion. One sign or

plaque can be installed for multiple projects at a single location, provided that it is capable of modification in order to name future projects using MEPRD assistance. Worn or damaged signs must be replaced in a timely manner. It is recommended that outdoor signs be waterproof and UV protected. All signage permits are the responsibility of the GRANTEE.

Furthermore, acknowledgement to MEPRD should be given at other appropriate times before, during, and after construction/acquisition, including, but not limited to: signage displayed during construction/ acquisition, news articles or publications, project websites or social media pages, dedication ceremonies, and other publicity opportunities.

SECTION 15

MEPRD FY23 PARK AND TRAIL GRANT MATCHING PROGRAM APPLICATION ON FILE

The GRANTEE acknowledges an MEPRD FY23 Park and Trail Grant Program application was submitted by and on behalf of GRANTEE and GRANTEE acknowledges said application contains project information, a detailed project scope, detailed site development plans, and additional MEPRD project provisions that are required and must be followed by GRANTEE, in addition to the provisions of this Project Agreement.

...proceed to Certification Statement.


**SECTION 16
CERTIFICATION STATEMENT**

As the individual duly designated to represent the GRANTEE, I do hereby certify that the information presented in this Project Agreement and the MEPRD FY23 Park and Trail Grant Program Application is true and correct. I do further certify that the Project will be completed by the GRANTEE in accordance with the provisions set forth in this Project Agreement and the MEPRD FY23 Park and Trail Grant Program Application and that the GRANTEE has the financial resources to fund one hundred percent (100%) of the proposed Project prior to receiving MEPRD grant reimbursement. This Project Agreement shall become effective as of the date it is mutually executed by the Parties shown below.

Name of Grantee (Project Sponsor): City of Troy


Print Name: DAVID NOUN

Print Title: MAYOR

Signature & Date:  AUG 15 2022
(Date)

Attested by: KIMBERLY THOMAS

Print Title: CITY CLERK

Signature & Date:  8-15-2022
(Date)

Name of Grantor: Metro East Park and Recreation District


Print Name: Bryan Werner

Print Title: Executive Director

Signature & Date:  8/17/22
(Date)

Attested by: Rene' St. Peters

Print Title: Administrative Assistant

Signature & Date:  8/17/22
(Date)