

Return to:
Clerk, City of Troy
116 E. Market
Troy, IL 62294



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2019R13807
STATE OF ILLINOIS
MADISON COUNTY
05/06/2019 02:27 PM
AMY M. MEYER, RECORDER
REC FEE: 37.00
CO STAMP FEE:
ST STAMP FEE:
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RHSPS FEE:
OF PAGES: 14

37.00 CTY

THIS PAGE BEING ADDED
FOR RECORDER'S USE ONLY

Resolution No. 2019-01.

Rerecord to add additional pages.

Tx:4423813

RETURN TO: *EW.*

CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294

2019R02226
STATE OF ILLINOIS
MADISON COUNTY
01/22/2019 01:11 PM
AMY M. MEYER, RECORDER
REC FEE: 27.00
CO STAMP FEE:
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OF PAGES: 3

CITY OF TROY

RESOLUTION NO. 2019 - 01

27.00 CTY

A RESOLUTION OF THE CITY OF TROY, ILLINOIS
AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A
LOCAL PUBLIC AGENCY AGREEMENT WITH ILLINOIS DEPARTMENT
OF TRANSPORTATION FOR FEDERAL PARTICIPATION
FOR THE PURPOSE OF IMPROVING THE INTERSECTION
OF SPRING VALLEY ROAD AND U.S. ROUTE 40

ACCEPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 14th DAY OF JANUARY, 2019

Published in pamphlet form by the authority of the City Council of the City of Troy,
Madison County, Illinois, this 14th day of January, 2019.

JS

RESOLUTION NO. 2019 - 01

**A RESOLUTION OF THE CITY OF TROY, ILLINOIS
AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A
LOCAL PUBLIC AGENCY AGREEMENT WITH ILLINOIS DEPARTMENT
OF TRANSPORTATION FOR FEDERAL PARTICIPATION
FOR THE PURPOSE OF IMPROVING THE INTERSECTION
OF SPRING VALLEY ROAD AND U.S. ROUTE 40**

WHEREAS, the City of Troy, Illinois, endeavors to improve a segment of U.S Route 40 at the intersection at Spring Valley Road that is approximately 0.01 miles in length and known to the Illinois Department of Transportation as MFT Section Number 15-00028-01-TL and State Job Number C-98-267-18; and

WHEREAS, the cost of said improvement has necessitated the use of federal funds; and

WHEREAS, the federal fund source requires a match of local funds; and

WHEREAS, the use of federal funds requires a joint funding agreement (Local Public Agency Agreement for Federal Participation) with the Illinois Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The City of Troy, Illinois, authorizes four hundred seventy-one thousand dollars, (\$471,000.00) or as much of such sum as may be needed to match federal funds in the completion of the aforementioned project known as MFT Section Number 15-00028-01-TL.
3. That the Mayor on behalf of the City of Troy, Illinois, is hereby authorized and directed to execute above-mentioned Local Public Agency Agreement and any other such documents related to advancement and completion of said project.
4. This Resolution shall be in effect following its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 14th day of January, 2019.

Those voting aye: Nathan Henderson, Sam Italiano

Dim Jackson, Bonnie Levo, Doug Portney, Matt Thompson, Troy Turner, Jeff Zarzetti
Those voting nay: _____

Those absent: _____

APPROVED:

By: _____

ALLEN P. ADOMITE, Mayor
City of Troy, Illinois

Certificate:

I, Heather Klueter, Deputy Clerk in and for said City of Troy, in the State of Illinois, and keeper of the records and files thereof, as provided by statute do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the City Council of the City of Troy, Illinois, at its meeting held on January 14th, 2019.

In testimony whereof, I have hereunto set my hand and affixed the seal of said City at my office in the City of Troy, in Madison County, this 14th day of January, 2019.

ATTEST:

BY: _____


Heather Klueter

HEATHER KLUETER, Deputy Clerk
City of Troy, Illinois

(SEAL)



END OF DOCUMENT

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency City of Troy	State Contract XX	Day Labor	Local Contract	RR Force Account
	Section 15-00028-01-TL	Fund Type CMAQ	ITEP, SRTS, or HSIP Number(s)		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-98-267-18	23Z1(478)				

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 constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Springvalley Road Route TR 0206 Length 0.01 mi
 Termini At US 40

Current Jurisdiction City of Troy/State of IL TIP Number 6640-16 Existing Structure No N/A

Project Description

The project consists of intersection improvements, including installation of traffic signals at Springvalley Road and US 40 and all work necessary to complete the project.

Division of Cost

Type of Work	CMAQ	%	STATE	%	LPA	%	Total
Participating Construction	599,200	(**)	600,000	(*)	470,800	(BAL)	1,670,000
Non-Participating Construction	()	()	()	()	()	()	
Preliminary Engineering	()	()	()	()	()	()	
Construction Engineering	800	(**)	()	()	200	(BAL)	1,000
Right of Way	()	()	()	()	()	()	
Railroads	()	()	()	()	()	()	
Utilities	()	()	()	()	()	()	
Materials	()	()	()	()	()	()	
TOTAL	\$ 800,000		\$ 600,000		\$ 471,000		\$ 1,671,000

*100% State Funds NTE \$800,000 to be used first as match to the federal funds
 ** 80% CMAQ funds NTE \$600,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

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 (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A—Lump Sum (80% of LPA Obligation) _____
 METHOD B—_____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C—LPA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

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, and 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 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, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and the FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in Item 4 above.
- (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 department; and the LPA agrees to cooperate fully with any audit conducted by the Auditor General and 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 a presumption in favor of the STATE for the 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) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LPA will pay to 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) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - 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, and 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 - 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 adjusted 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 LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt 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.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) **(Railroad Related Work Only)** The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. 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 on page one.
- (15) And certifies to the best of its knowledge and belief 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 antitrust 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.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) **(State Contracts)** That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) 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 at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project 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.
- (24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

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 this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) The LPA shall provide the final report to the appropriate STATE district within twelve 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 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.

(26) (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 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 (denoted by an "X" in the State Contract field at the top of page 1) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

(27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), 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/portal/public/SAM/#1>.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the 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) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
 - (b) To provide Independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of 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 105.01 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 (31U.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, obligations 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 that Act exempt its application.

ADDENDA

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

Number 1- Location Map Number 2 – LPA Appropriation Resolution Number 3 - Jurisdiction and Maintenance,

(Insert Addendum numbers and titles as applicable)

Number 4 – Intergovernmental Agreement (City of Troy and Jarvis Township Road District)

Number 5 – GATA Reporting

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

APPROVED

Local Public Agency

Allen Adomite

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 37-6001449 conducting business as a Governmental Entity.

DUNS Number 170583678

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherhol, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

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

Addendum 1 - Location Map
City of Troy
15-00028-01-TL, C-98-267-18



ADDENDUM #2

Local Appropriation Resolution

PLACEHOLDER

To be replaced for final Joint Agreement by Local Agency

ADDENDUM NUMBER 3
City of Troy
15-00052-00-PV
Jurisdiction and Maintenance

The STATE hereby agrees:

Upon final field inspection of the improvement and so long as US Route 40 is used as a State Highway, to maintain or cause to be maintained those portions currently maintained by the STATE.

The CITY OF TROY (CITY) hereby agrees:

To maintain or cause to be maintained those portions of the improvement that they currently maintain and

It is MUTUALLY agreed:

1. Upon acceptance by the STATE of the traffic signal construction, the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall be proportioned as stated in the master agreement dated July 1, 2011.

<u>Location</u>	<u>Maintenance</u>		<u>Electric Energy</u>	
Springvalley Rd (south)	CITY	25%	CITY	25%
Springvalley Rd (north)	TOWNSHIP RD DIST	25%	TOWNSHIP RD DIST	25%
@US 40	STATE	50%	STATE	50%

2. It is mutually agreed that the actual signal maintenance will be performed by the STATE, either with its own forces or through an ongoing contractual agreement. It is further agreed that the STATE retains the right to control the sequence and timing of the traffic signal.
3. All traffic control equipment to be used in the traffic signal work included herein must be approved by the STATE prior to its installation. The STATE must be notified a minimum of three (3) working days prior to the final inspection. Final inspection of the signalized intersection will be made by a representative of the STATE, and, if satisfactory, authorization for turn on will be given.
4. It is further agreed that upon acceptance by the STATE of the new traffic signal installation(s) included herein, the responsibility for maintenance and energy outlined above shall become a part of the Master Agreement executed by the STATE and the CITY.
5. The CITY agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The electrical service for traffic signals will be in the name of the CITY and the CITY agrees to pay their proportionate share of this cost as billed by the local power company.

ADDENDUM #4

Intergovernmental Agreement

PLACEHOLDER

**Intergovernmental Agreement between
City of Troy and Jarvis Township Road District**

Addendum No.5

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>)

END OF DOCUMENT