

**RETURN TO:**

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

**CITY OF TROY  
RESOLUTION 2024 - 16**

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**A RESOLUTION OF THE CITY OF TROY, ILLINOIS AUTHORIZING THE MAYOR TO  
EXECUTE A JOINT FUNDING AGREEMENT WITH THE ILLINOIS DEPARTMENT OF  
TRANSPORTATION (IDOT) REGARDING LEFT TURN LANE CONSTRUCTION ON  
TROY-O'FALLON ROAD AT COUNTRY LANE**

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**ADOPTED BY THE CITY COUNCIL OF THE  
CITY OF TROY, ILLINOIS  
THIS 20<sup>TH</sup> DAY OF MAY 2024**

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**RESOLUTION NO. 2024 - 16**

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**WHEREAS**, the City believes it is in the best interest of the City and its citizens to enter into a Joint Funding Agreement with the Illinois Department of Transportation to construct a southbound left-turn lane onto Country Lane from Troy-O'Fallon Road, and

**WHEREAS**, the City has received HSIP grant funds in the amount of \$503,100 to complete this project, and

**WHEREAS**, cost of the project are such that financial participation by the grantee is necessary in conjunction with HSIP funds.

**NOW, THEREFORE, BE IT ORDAINED 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 Council hereby appropriates \$503,100, five hundred and three thousand one hundred dollars, of HSIP funds for construction of this project.
3. The City Council hereby appropriates \$581,900, five hundred eighty-one thousand nine hundred dollars, or as much as may be needed to match the required funding to complete the proposed improvement from Motor Fuel Tax (MFT) funds and General Revenue funds and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for the completion of the project.
4. The Mayor of the City of Troy is hereby authorized to execute and enter into the attached Agreement with the Illinois Department of Transportation, and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
5. This Resolution shall be in effect following its passage, approval and publication as provided by law and it will become Attachment #1 of the joint funding agreement with the Illinois Department of Transportation.

**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 20<sup>th</sup> day of May, 2024.

Aldermen:

Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>7</u>
Tim Flint	<u>AYE</u>	Debbie Knoll	<u>AYE</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>ABSENT</u>	Absent:	<u>1</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

**RECORDING  
NOT REQUIRED**

**RETURN TO:**

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

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RESOLUTION 2024 - 16**

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Tim Flint	<u>AYE</u>	Debbie Knoll	<u>AYE</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>ABSENT</u>	Absent:	<u>1</u>
Nathan Henderson	<u>AYE</u>	Troy Turner	<u>AYE</u>	Abstain:	<u>0</u>



APPROVED

By: David Nonn  
DAVID NONN, Mayor  
City of Troy, Illinois

ATTEST:

By: Kimberly Thomas  
KIMBERLY THOMAS, Clerk  
City of Troy, Illinois



# Illinois Department of Transportation

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

December 5, 2024

Ms. Kim Thomas  
City Clerk  
116 E. Market Street  
Troy, Illinois 62294

Subject: City: Troy  
Section: 19-00035-00-PV  
Project: YWZK(419)  
Job: C-98-027-21  
Joint Agreement

Dear Ms. Thomas:

The federal funds were authorized on 8/14/2024 and a joint funding agreement was executed by the department on 12/3/2024 .

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: David Nonn, Mayor  
Kirk Brown - Region 5 Attn: Rebecca Tharp - District 8  
Attn: [DOT.CO.Programming@illinois.gov](mailto:DOT.CO.Programming@illinois.gov)  
Attn: Project Control (Sara.Reynolds@illinois.gov)  
Attn: Stefanie.Kent@illinois.gov  
Attn: DOT.BLRSFiscalControl@illinois.gov



**Joint Funding Agreement for Federally Funded Construction**

**LOCAL PUBLIC AGENCY**

Local Public Agency		County	Section Number
City of Troy		Madison	19-00035-00-PV
Fund Type	Itep, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
HSIP	HSIP 201912025	EWGCG	6805A-20

**Construction**

State Job Number	Project Number
C-98-027-21	YWZK(419)

Local Let/Day Labor   
  Construction on State Letting   
  Construction Engineering   
  Utilities   
  Railroad Work

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
Troy O'Fallon Rd.	FAU 9393	0.01 mile	From	To
			01.63	01.64
Location Termini				
At Country Lane				
Current Jurisdiction	Existing Structure Number(s)			
City of Troy	N/A		Remove	

**PROJECT DESCRIPTION**

Intersection improvements with adding lanes and all necessary work to complete the project.

Local Public Agency	Section Number	State Job Number	Project Number
City of Troy	19-00035-00-PV	C9802721	YWZK(419)

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 the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed 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, hereby referred to as "FHWA".

**I. GENERAL**

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. 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 Build America-Buy America provisions.
- 1.3 Federal Authorization. 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.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

**II. REQUIRED CERTIFICATIONS**

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA 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

Local Public Agency	Section Number	State Job Number	Project Number
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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated 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.

- 2.7 **Construction of Fixed Works.** The LPA certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the LPA shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 **Criminal Convictions.** The LPA certifies that neither it nor any managerial agent of LPA has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The LPA further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that STATE shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 **Improper Influence.** The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 **Telecom Prohibition.** The LPA certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 **Personal Conflict of Interest** - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
  - any member of his or her immediate family;
  - his or her partner; or
  - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that LPA's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The STATE may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the LPA relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the LPA from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 **Organizational Conflict of Interest** - The LPA certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or LPA or impair the objectivity in performing the contract work.
- 2.13 **Accounting System.** The LPA certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the LPA shall use reasonable efforts to ensure that funding streams are delineated within LPA's accounting system. See 2 CFR 200.302.

**III. AUDIT AND RECORD RETENTION**

- 3.1 Single Audits: The LPA shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, LPA expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), LPA must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the STATE (IDOT's Financial Review & Investigations Section, Room 126, 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.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (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 Schedule 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- 3.2 STATE Audits: The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.
- 3.3 Record Retention: The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract, adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 Accessibility of Records: The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 Failure to maintain the books and records: 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 terms of this contract.

**IV. LPA FISCAL RESPONSIBILITIES**

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 LPA Appropriation Requirement: 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 Schedule 5.
- 4.3 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.
- 4.4 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.
- 4.5 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

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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.

- 4.6 **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.
- 4.7 **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.

**V. THE LPA AGREES**

- 5.1 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.
- 5.2 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.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the STATE and the FHWA.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 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.
- 5.10 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.
- 5.12 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.

**VI. THE STATE AGREES**

- 6.1 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.
- 6.2 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.
- 6.3 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 Schedule 2.

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6.4 For agreements with federal and/or state funds in local let/day labor construction, 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.

**SCHEDULES**

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

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

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

Local Public Agency	Section Number	State Job Number	Project Number
City of Troy	19-00035-00-PV	C9802721	YWZK(419)

**AGREEMENT SIGNATURES EXECUTION**

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

Mr. David Nonn

Title of Official

Mayor

Signature

*David M Nonn*

Date

9.11.24

The above signature certifies the agency's TIN number is

376001449 conducting business as a Governmental Entity.

DUNS Number 170583678

UEI

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

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

12/3/2024 | 1:23 PM CST

D18B46B7D729494...

, Engineer of Local Roads & Streets

Date

N/A

, Director of Highways PI/Chief Engineer

Date

N/A

Michael Prater, 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 and attached as Schedule 5. 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 form.



# Illinois Department of Transportation

## Memorandum

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**To:** Omer Osman  
**From:** Greg S. Lupton, P.E.  
**Subject:** LPA Agreement Fiscal Approval  
**Date:** September 26, 2024

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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.

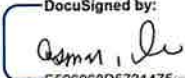
If you have any questions or would like to review individual agreements, please let me know and we will follow up.

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

<b>Page</b>	<b>Job Number</b>	<b>Local Agency</b>	<b>Amount of Agreement</b>	<b>Excluded from Approval</b>
1-1	C-91-169-21	Evanston	\$9,873,651	
1-2	C-91-290-24	Buffalo Grove	\$10,750,006	
1-3	C-91-193-24	Northbrook	\$5,029,000	
1-4	C-94-024-21	East Peoria	\$1,055,000	
1-5	C-98-012-24	Edwardsville	\$830,000	
2-1	C-99-004-25	Williamson County	\$800,000	
2-2	C-99-072-21	Massac County	\$600,000	
3-1	A-92-001-23	Dixon	\$12,806,769	
3-2	C-99-114-24	Williamson County	\$700,000	
4-1	C-91-150-23	Crystal Lake	\$967,144	
4-2	C-91-135-23	Broadview	\$3,219,894	
5-1	C-91-118-16	Hanover Park	\$2,090,000	
5-2	C-96-007-25	Hancock County	\$480,000	
5-3	C-99-016-22	Massac County	\$300,000	
6-1	C-97-024-20	Vandalia	\$381,158	
6-2	C-98-027-21	Troy	\$1,085,000	
7-1	C-91-091-21	Niles	\$5,411,001	
7-2	C-91-187-21	Streamwood	\$11,228,541	
7-3	C-98-337-16	Maryville	\$2,393,750	

**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**

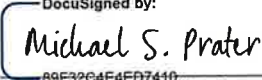
Date: 10/5/2024 | 4:47 AM CDT

By:   
DocuSigned by:  
DB47989DCDEC4E2...  
**Vicki Wilson, Chief Fiscal Officer**

Date: 10/3/2024 | 11:25 AM CDT

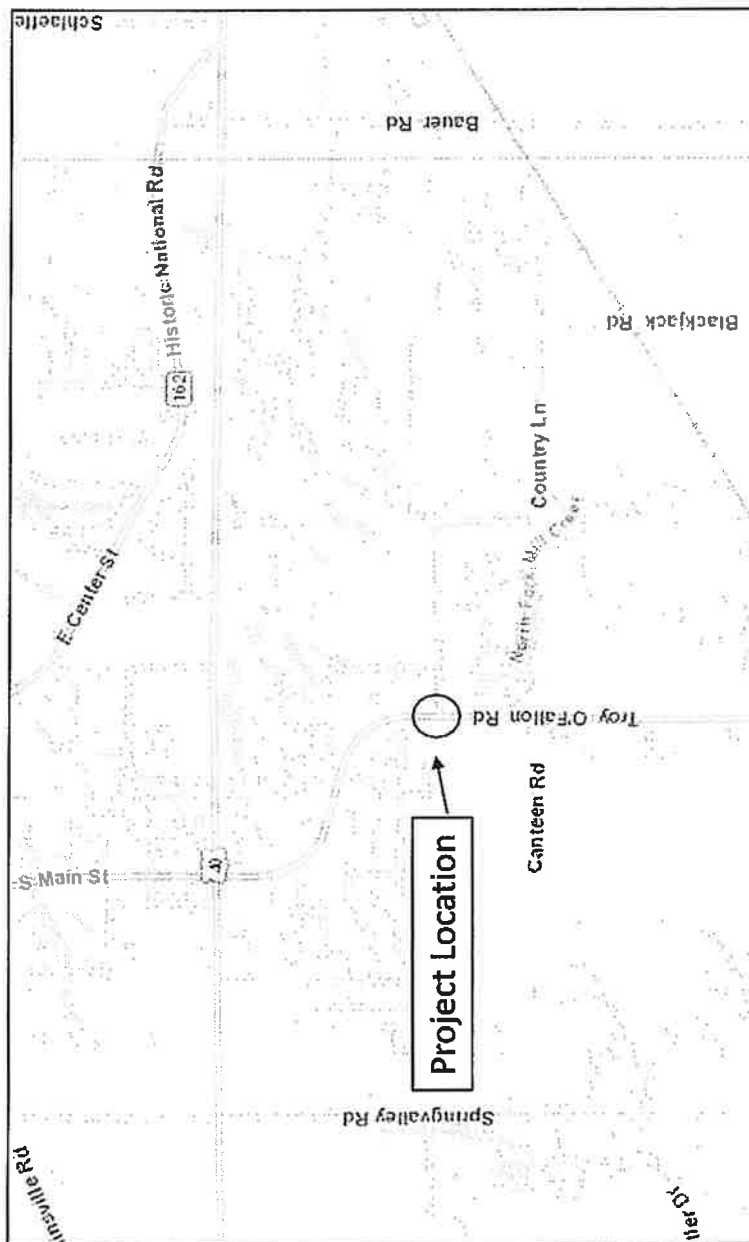
By:   
DocuSigned by:  
0049D50ACE151A8...  
**Justan W. Mann,  
Deputy Director of Highways PI**

Date: 9/27/2024 | 2:43 PM CDT

By:   
DocuSigned by:  
89F3264E4ED7410...  
**Mike Prater, Chief Counsel**

Date: 10/3/2024 | 10:18 AM CDT





Location Map  
Troy  
19-00035-00-PV

**SCHEDULE NUMBER 3**

<b>Local Public Agency</b>	<b>Section Number</b>	<b>County</b>	<b>State Job Number</b>	<b>Project Number</b>
City of Troy	19-00035-00-PV	Madison		

**LRS Federal Funds RISK ASSESSMENT**

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/ or Elected Officials?	<b>0 points</b> - no significant changes in the last 4 or more years; <b>1 point</b> - minor changes, but majority of key staff and officials have not changed in the last 4 years; <b>2 points</b> - significant key staff or elected leadership changes within the last 3 years; <b>3 points</b> - significant key staff and elected leadership changes within the last 3 years	1
	What is the LPA's history with federal-aid funded transportation projects?	<b>0 points</b> - One or more federal-aid funded transportation projects initiated per year; <b>1 point</b> - At least one project initiated within the past three years; <b>2 points</b> - AT least one project initiated within the past 5 years; <b>3 points</b> - None or more than 5 years	0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	<b>0 points</b> - Full-time employee with experience designated as being in "responsible charge"; <b>1 point</b> - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; <b>2 points</b> - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; <b>3 points</b> - LPA staff have no prior experience or technical expertise and relying solely on consultant	1
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	<b>0 points</b> - No; <b>1 point</b> - Delays of 6 or more months; <b>2 points</b> - Delays of up to 1 year; <b>3 points</b> - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	<b>0 points</b> - yes; <b>3 points</b> - no	0
	What is the LPA's accounting system?	<b>0 points</b> - Automated accounting software; <b>1 point</b> - Spreadsheets; <b>2 points</b> - paper only; <b>3 points</b> - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities (that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	<b>0 points</b> - yes; <b>3 points</b> - no	0
Audits	When was the last time a financial statement audit was conducted?	<b>0 points</b> - in the past year; <b>1 point</b> - in the past two years; <b>2 points</b> - in the past three years; <b>3 points</b> - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	<b>0 points</b> - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; <b>1 point</b> - Financial review?; <b>2 points</b> - Other type? or no audit required; <b>3 points</b> - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	<b>0 points</b> - no; <b>3 points</b> - yes, or no audits required	0
	Have the findings been resolved?	<b>0 points</b> - yes or no findings; <b>1 point</b> - in progress; <b>3 points</b> - no	0

Summary of Risk	
General History of Performance	2
Financial Controls	0
Audits	0
<b>Total</b>	<b>2</b>

**District Review Signature & Date**  
 Digitally signed by Rebecca L. Tharp  
 Date: 2024.05.08 11:27:30 -05'00'

**Central Office Review Signature & Date**  
 Digitally signed by Teresa Cline  
 Date: 2024.05.13 08:46:57 -05'00'

Additional Requirements?  Yes  No

Local Public Agency	Section Number	State Job Number	Project Number
City of Troy	19-00035-00-PV	C9802721	YWZK(419)

**SCHEDULE NUMBER 4**  
**Attestation on Single Audit Compliance**

1. In the prior fiscal year, did City of Troy LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

Yes  No

2. Does the City of Troy LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current City of Troy LPA fiscal year?

Yes  No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the City of Troy LPA performed a single audit for their previous fiscal year?

Yes  No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

Yes  No

b. For the current fiscal year, does the City of Troy LPA intend to comply with Subpart F of 2 CFR 200?

Yes  No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Jay Keeven	City Administrator	City of Troy

Signature & Date

Jay Keeven	Digitally signed by Jay Keeven Date: 2024.05.08 09:22:28 -05'00'
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**RECORDING  
NOT REQUIRED**

**RETURN TO:**

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

**CITY OF TROY  
RESOLUTION 2024 - 16**

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**A RESOLUTION OF THE CITY OF TROY, ILLINOIS AUTHORIZING THE MAYOR TO  
EXECUTE A JOINT FUNDING AGREEMENT WITH THE ILLINOIS DEPARTMENT OF  
TRANSPORTATION (IDOT) REGARDING LEFT TURN LANE CONSTRUCTION ON  
TROY-O'FALLON ROAD AT COUNTRY LANE**

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**ADOPTED BY THE CITY COUNCIL OF THE  
CITY OF TROY, ILLINOIS  
THIS 20<sup>TH</sup> DAY OF MAY 2024**

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**RESOLUTION NO. 2024 - 16**

**A RESOLUTION OF THE CITY OF TROY, ILLINOIS AUTHORIZING THE MAYOR TO EXECUTE A JOINT FUNDING AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) REGARDING LEFT TURN LANE CONSTRUCTION ON TROY-O'FALLON ROAD AT COUNTRY LANE**

**WHEREAS**, the City believes it is in the best interest of the City and its citizens to enter into a Joint Funding Agreement with the Illinois Department of Transportation to construct a southbound left-turn lane onto Country Lane from Troy-O'Fallon Road, and

**WHEREAS**, the City has received HSIP grant funds in the amount of \$503,100 to complete this project, and

**WHEREAS**, cost of the project are such that financial participation by the grantee is necessary in conjunction with HSIP funds.

**NOW, THEREFORE, BE IT ORDAINED 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 Council hereby appropriates \$503,100, five hundred and three thousand one hundred dollars, of HSIP funds for construction of this project.
3. The City Council hereby appropriates \$581,900, five hundred eighty-one thousand nine hundred dollars, or as much as may be needed to match the required funding to complete the proposed improvement from Motor Fuel Tax (MFT) funds and General Revenue funds and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for the completion of the project.
4. The Mayor of the City of Troy is hereby authorized to execute and enter into the attached Agreement with the Illinois Department of Transportation, and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
5. This Resolution shall be in effect following its passage, approval and publication as provided by law and it will become Attachment #1 of the joint funding agreement with the Illinois Department of Transportation.

**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 20<sup>th</sup> day of May, 2024.

Aldermen:

Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>7</u>
Tim Flint	<u>AYE</u>	Debbie Knoll	<u>AYE</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>ABSENT</u>	Absent:	<u>1</u>
Nathan Henderson	<u>AYE</u>	Troy Turner	<u>AYE</u>	Abstain:	<u>0</u>

APPROVED

By: David Nonn

DAVID NONN, Mayor  
City of Troy, Illinois

ATTEST:

By: Kimberly Thomas

KIMBERLY THOMAS, Clerk  
City of Troy, Illinois