

MCHENRY COUNTY COUNCIL OF MAYORS

AGENDA

Friday, July 21, 2023

McHenry County Division of Transportation
16111 Nelson Road, Woodstock, IL 60098

9:00 AM

16111 Nelson Road
Woodstock, IL 60098
T: 815.334.4642

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| <p>ALGONQUIN</p> <p>BARRINGTON HILLS</p> <p>BULL VALLEY</p> <p>CARY</p> <p>CRYSTAL LAKE</p> <p>FOX RIVER GROVE</p> <p>GREENWOOD</p> <p>HARVARD</p> <p>HEBRON</p> <p>HOLIDAY HILLS</p> <p>HUNTLEY</p> <p>JOHNSBURG</p> <p>LAKE IN THE HILLS</p> <p>LAKEMOOR</p> <p>LAKEWOOD</p> <p>MARENGO</p> <p>McCULLOM LAKE</p> <p>McHENRY</p> <p>OAKWOOD HILLS</p> <p>PORT BARRINGTON</p> <p>PRAIRIE GROVE</p> <p>RICHMOND</p> <p>RINGWOOD</p> <p>SPRING GROVE</p> <p>TROUT VALLEY</p> <p>UNION</p> <p>WONDER LAKE</p> <p>WOODSTOCK</p> <p>McHENRY COUNTY</p> | <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p> <p>5.</p> <p>6.</p> <p>7.</p> <p>8.</p> <p>9.</p> <p>10.</p> <p>11.</p> | <p>CALL TO ORDER</p> <p>A. Roll Call/Introductions (Sign-In Sheet)</p> <p>B. Agenda Changes/ Announcements</p> <p>APPROVAL OF MINUTES – May 12, 2023</p> <p>PUBLIC COMMENT</p> <p>AGENCY REPORTS</p> <p>A. IDOT Highway Report – Katie Herdus</p> <p>B. Pace Report – Edward Gallagher</p> <p>C. Metra Update – Katie Dote</p> <p>D. RTA Update – Anthony Cefali</p> <p>E. McHenry County Division of Transportation – Scott Hennings</p> <p>F. Illinois Tollway Update – Kelsey Passi</p> <p>G. IDOT STP Local Program Update – Gerardo Fierro</p> <p>H. CMAP Report – Mary Weber</p> <p>INFORMATION ITEMS</p> <p>A. CMAP PART Plan</p> <p>B. MCRide Update</p> <p>C. Obligation Deadline Extension: Three Oaks/Lutter/Sands (TIP: 11-22-0003) in Crystal Lake</p> <p>D. Obligation Deadline Extension: Raffel Road (TIP: 11-22-0037) in Woodstock</p> <p>E. Obligation Deadline Extension: Diggins Street (TIP: 11-20-0014) in Harvard</p> <p>APPROVAL ITEMS</p> <p>A. Action Requested: Election - Officers (Chair, Vice-Chair)</p> <p>B. Action Requested: Approval – SFY 2024 PL Contract</p> <p>C. Action Requested: Approval - STP Program</p> <p>DISCUSSION ITEMS</p> <p>A. Potential Changes to the MCCOM STP Guidebook and Methodology</p> <p>PLANNING LIAISON REPORT</p> <p>OTHER BUSINESS / ANNOUNCEMENTS</p> <p>NEXT MEETING DATE AND LOCATION</p> <p>Current: Friday, September 15, 2023 - 9:00 am
Location: Harvard City Hall, 201 W Diggins Street</p> <p>Proposed: Friday, September 22, 2023 – 9:00 am
Location: Harvard City Hall, 201 W Diggins Street</p> <p>ADJOURNMENT</p> |
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MCHENRY COUNTY COUNCIL OF MAYORS

MEETING MINUTES

Friday, May 12, 2023

Crystal Lake City Hall

100 W. Woodstock St, Crystal Lake, IL 60014

9:00 AM

1. CALL TO ORDER

Chairman Mack called the meeting to order at 9:03 AM.

A. Roll Call/Introductions (Sign-In Sheet)

The meeting met a quorum (minimum of 7 members).

Council Members Present:

1. Village of Algonquin – Cliff Ganek
2. Village of Bull Valley – Emily Berendt
3. Village of Cary – Erik Morimoto
4. City of Crystal Lake – Abigail Wilgreen
5. Village of Fox River Grove – Derek Soderholm
6. City of Harvard – Lou Leone
7. Village of Lakewood – Jean Heckman
8. Village of Lake in the Hills – Kevin Rivera
9. City of McHenry – Troy Strange
10. Village of Richmond – Ramsin Wardanian
11. Village of Ringwood – Rick Mack
12. Village of Spring Grove – Mark Eisenberg
13. City of Woodstock – Chris Tiedt
14. McHenry County – Scott Hennings

Others Present:

1. Katie Herdus – IDOT
2. Audrey Wennink – Metropolitan Planning Council
3. Hugo Coronado – Metropolitan Planning Council
4. Katelyn Dote – Metra
5. Lou Haussmann – Baxter & Woodman
6. Steve Frerichs – Chastain & Associates
7. Chalen Daigle – McHenry County Council of Governments
8. Kama Dobbs – CMAP

9. Mike Magnuson – City of Crystal Lake
10. Alex Househ – IDOT
11. Dan Schug – Baxter & Woodman
12. Rob Lamz – City of Harvard
13. Matt Farmer – City of Crystal Lake
14. Ed Gallagher – PACE
15. Frank Cuda – Schefflow Engineering
16. Kelsey Passi – Illinois Tollway
17. Kendra Johnson – RTA
18. Ryan Livingston - HLR

2. APPROVAL OF MINUTES – March 10, 2023

Approval of the minutes for the March 10, 2023 McHenry County Council of Mayors meeting. A motion was made by Mr. Morimoto (Cary) and seconded by Mr. Leone (Harvard) to approve the minutes as presented. The motion carried unanimously with Spring Grove abstaining.

3. PUBLIC COMMENT

There were no public comments.

4. AGENCY REPORTS

- A. IDOT Highway Report – Katie Herdus
Ms. Herdus provided an update.
- B. Pace Report – Edward Gallagher
Mr. Gallagher provided an update to the council.
- C. Metra Update – Katie Dote
Ms. Dote updated the Council on Metra ridership and upcoming projects.
- D. RTA Update – Kendra Johnson
Ms. Johnson gave a report on the RTA.
- E. McHenry County Division of Transportation – Scott Hennings
Mr. Hennings provided an update on County projects.
- F. Illinois Tollway Update – Kelsey Passi
Ms. Passi gave an update to the Council.
- G. IDOT STP Local Program Update – Alex Househ
Mr. Househ gave an IDOT update to the Council.
- H. CMAP Report – Kama Dobbs
Ms. Dobbs gave the report to the Council. She notified the Council about an upcoming webinar hosted by the Federal Highway Administration (FHWA) regarding grant

opportunities through the Rural Opportunities to Use Transportation for Economic Success (ROUTES) Initiative.

5. APPROVAL ITEMS

A. Action Requested: Approval – STP Program

Mr. Hennings gave an update on the STP-L program. A motion was made by Mr. Eisenberg (Spring Grove) and seconded by Mr. Leone (Harvard) to approve the program. The Council approved the program unanimously.

6. INFORMATION ITEMS

A. Transit Investments as Climate Action – Metropolitan Planning Council (MPC)

Ms. Wennink and Mr. Coronado (Metropolitan Planning Council) gave a presentation on an informational tool they were developing to visualize information related to climate, transit, and bicycle/pedestrian plans across Chicago and the municipalities in the collar counties.

B. IDOT Vulnerable Road Users Safety Assessment Tool

Mr. Hennings gave an overview of IDOT's new Vulnerable Road Users Safety Assessment Tool, which was available online and through the hyperlinked text on the meeting agenda.

C. IDOT Bicycle Facility Inventory System

Mr. Hennings gave an overview of IDOT's Bicycle Facility Inventory System, which was available online and through the hyperlinked text on the meeting agenda.

D. MCRide Update

Mr. Hennings gave an update on MCRide ridership information.

7. PLANNING LIAISON REPORT

Mr. Duffin made the Council aware that the STP-L program's 2024 Call for Projects was upcoming. The July meeting agenda would include a discussion item, so that the Council could begin considering revisions to the project scoring methodology.

8. FUTURE TOPICS

Mr. Hennings explained that this agenda item was an opportunity for council members to bring up any topics they would like to see included as a future agenda item. He invited council members to reach out to staff if they had any topics they would like to see discussed.

9. OTHER BUSINESS/ANNOUNCEMENTS

There was no other business, and there were no announcements.

10. NEXT MEETING DATE AND LOCATION

Chair Mack explained that another date was proposed for the July Council of Mayors meeting. He asked if any members of the council had any issues with the change in date. There were

none. The next meeting will be held on:

Friday, July 21, 2023 at 9:00 am
McHenry County Division of Transportation
16111 Nelson Road,
Woodstock, IL 60098

11. ADJOURNMENT

At 10:24 AM, Mr. Tiedt (Woodstock) made a motion to adjourn, seconded by Ms. Berendt (Bull Valley).

FOR IMMEDIATE RELEASE

Metra seeks public feedback on proposed simplified fare structure

Zones would be cut to 4 from 10 and fares would be set at or below pre-pandemic levels

CHICAGO (June 21, 2023) – Metra is asking for its customers and the public to comment on the biggest proposed change to its fare structure in its history, a plan for 2024 that would reduce the number of fare zones to four from 10 and change some of the fare options available.

The intent of the proposal is to create a fare structure that customers can easily understand, that will encourage ridership, that will simplify onboard fare collection, and that meets Metra’s financial and technical constraints. The effort conforms with goals in Metra’s newly adopted strategic plan, including enhancing service to grow ridership, ensuring the riding experience is safe, easy and enjoyable, and innovating to become more efficient and effective.

“As we continue to recover from the pandemic, we have an opportunity and a responsibility to change how we do business and create a better Metra for our customers,” said Metra CEO/Executive Director Jim Derwinski. “A system that is easier to use will draw new riders and further cement Metra as the best transportation alternative – the safest, most affordable and most reliable.”

Metra’s current fare zone system has 10 zones, and prices for some tickets are based on the number of zones traveled. Under the new proposal, there would be only four fare zones (see proposed zone map below). Downtown stations would be assigned to Zone 1 and outlying stations would be assigned to Zones 2 through 4 based on a combination of distance from downtown, service patterns and ridership characteristics on each line, which vary. Generally, stations within and near Chicago would be in Zone 2, stations in an intermediate service zone would be in Zone 3, and remaining stations would be in Zone 4.

Under the proposed new fare structure (see proposed fare chart below):

- **One-Way Tickets** to the downtown zone, Zone 1, would cost \$3.75 from Zone 2, \$5.50 from Zone 3 and \$6.75 from Zone 4. The new one-way fare from all zones would be equal to or lower than the current one-way fare. To encourage non-downtown trips, all One-Way Tickets for trips that do not include downtown as a starting point or destination would cost \$3.75, no matter the distance.
- A **Day Pass** priced at twice the cost of a One-Way Ticket would be valid for unlimited rides for a single day within the zones selected. The current \$6 and \$10

Day Passes, introduced as promotional fares during the pandemic, would be discontinued.

- A **Bundle of Five Day Passes** would replace the 10-Ride Ticket. The bundle would be priced at 9.5 times the cost of a One-Way Ticket and would only be available via the Ventra app. The passes could be used on non-consecutive days.
- A **Monthly Pass** would be priced at 20 times the cost of a One-Way Ticket: \$75 for Zone 2, \$110 for Zone 3 and \$135 for Zone 4. This pricing is below the cost of pre-COVID Monthly Passes. The current \$100 flat-rate “Super Saver” Monthly Pass, which was introduced as a promotional fare during the pandemic, would be discontinued.
- Metra would no longer allow riders to pay “**incremental fares**” – a surcharge to travel beyond the zones indicated on their ticket. Instead, riders would be required to buy a ticket valid for the trip they are taking.
- **Reduced fares** of roughly 50 percent for seniors, K-12 students and active duty military personnel would be available for One-Way, Day Pass, Day Pass Bundle and Monthly tickets.

The following fare products and prices would not change:

- Metra would continue to sell the \$30 **Regional Connect Pass** to Monthly Pass buyers for unlimited rides on CTA and Pace.
- Metra would continue to sell a \$7 **Saturday, Sunday, or Holiday Day Pass**. A \$10 **Weekend Pass** still would be available on the Ventra app only.

For more details about this proposal and how to provide feedback, please go to metra.com/2024FarePlan. Feedback can be sent to 2024FarePlan@metrarr.com.

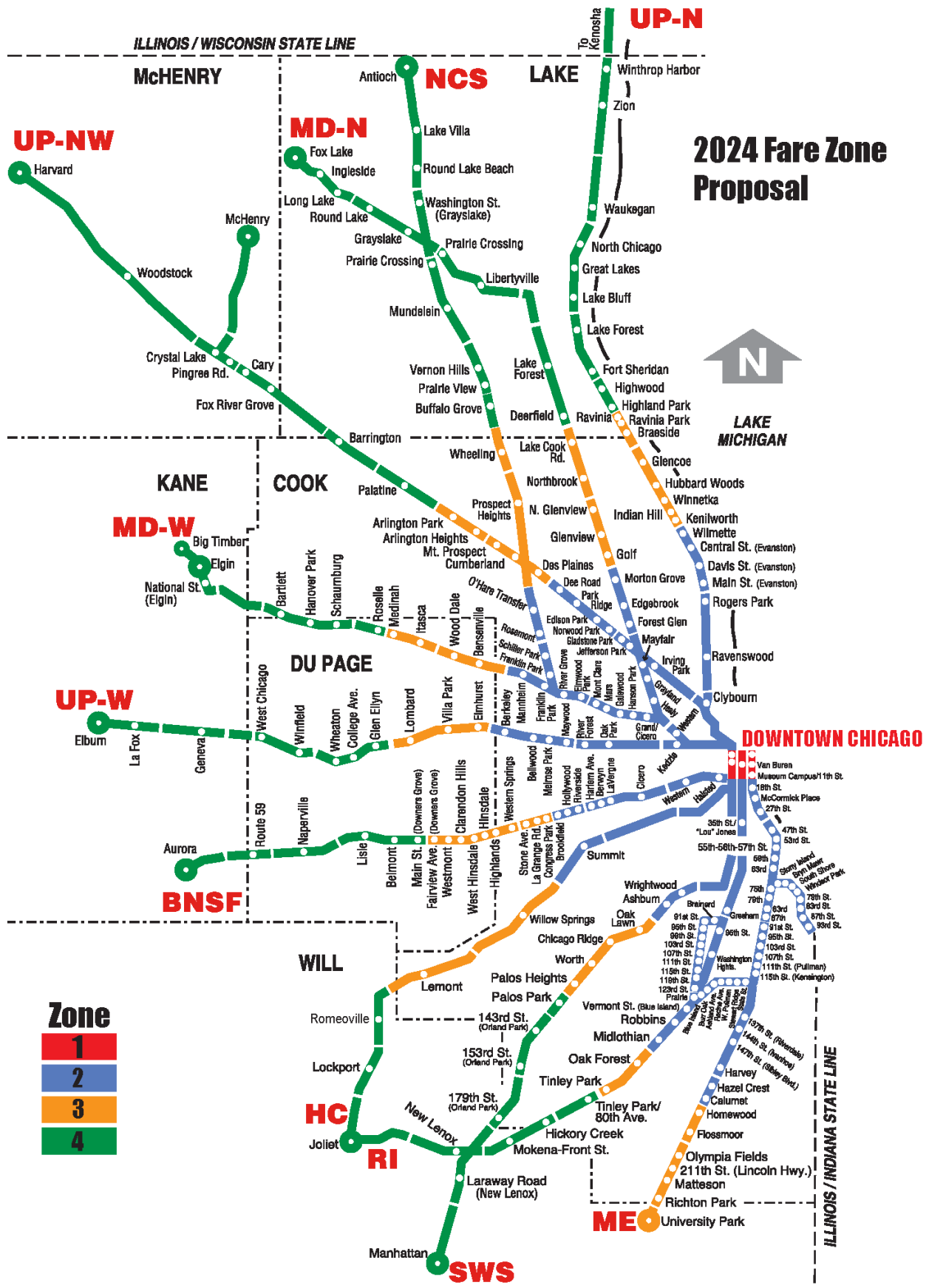
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About Metra

Metra is an essential resource that safely and reliably connects individuals to the things that matter most in their lives — their work, their homes and their families.




Connect with Metra: [Facebook](#) | [Twitter](#) | [YouTube](#) | [Instagram](#) | [LinkedIn](#) | metra.com

2024 Fare Zone Proposal



Zone
1
2
3
4

Proposed Fare Chart

		Full Fare				Reduced Fare				
		Zone 1 (Downtown Chicago) To/From			Travel Within Zones 2, 3, 4	Zone 1 (Downtown Chicago) To/From			Travel Within Zones 2, 3, 4	
		Zone 2	Zone 3	Zone 4		Zone 2	Zone 3	Zone 4		
	One Trip Valid for one trip, expires three hours after purchase	\$ 3.75	\$ 5.50	\$ 6.75	\$ 3.75	\$ 1.75	\$ 2.75	\$ 3.25	\$ 1.75	
	Day Pass Valid for unlimited trips for a single day, expires 3:00 a.m. the next day	\$ 7.50	\$ 11.00	\$ 13.50	\$ 7.50	\$ 3.75	\$ 5.50	\$ 6.75	\$ 3.75	
	5 Day Pass Bundle Five individual day passes, may be used non-consecutively	\$ 35.75	\$ 52.25	\$ 64.25	\$ 35.75	\$ 17.75	\$ 26.00	\$ 32.00	\$ 17.75	
	Monthly Pass Valid for unlimited trips for a calendar month, expires 12:00 p.m. the first business day of the following month	\$ 75.00	\$ 110.00	\$ 135.00	\$ 75.00	\$ 37.50	\$ 55.00	\$ 67.50	\$ 37.50	
	Sat. Sun. or Holiday Day Pass Valid for unlimited trips on Saturdays, Sundays, or Major Holidays, expires 3:00 a.m. the next day	\$ 7.00								
	Weekend Pass Valid for unlimited trips on one weekend, expires 3:00 a.m. the next day following the weekend	\$ 10.00								
 	Regional Connect Pass Valid for unlimited trips on CTA buses and trains and Pace buses for a calendar month, expires 12:00 p.m. the first business day of the following month, must be purchased with a Monthly Pass	+ \$ 30.00								



Memorandum

175 W Jackson Blvd
Suite 1550
Chicago, IL 60604
312 913 3200
rtachicago.org

July 2023 Update

Section 5310 Recommended Program Open for Public Comment

RTA has released a [recommended Program of Projects](#) for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. Section 5310 is a federal program that aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options. Public comments on these projects may be submitted from July 10 to August 9 through the [online comment form](#). This recommended Program of Projects will be presented to the RTA Board for consideration on September 14, 2023.

Transit is the Answer in Action

RTA staff continues to communicate to local, state, and federal leaders about the strategic plan and the importance of transit to the region. On June 15, Chairman Dillard spoke about *Transit is the Answer* in a conversation moderated by WGN's Ben Bradley at the Lincoln Forum held in partnership with the Union League Club of Chicago.

Local Planning 2022 Implementation Report Released

Every year, the RTA's Local Planning department assists local governments throughout northeastern Illinois on projects that strengthen the region's transit system through two programs: [Community Planning](#) and [Access to Transit](#). The RTA recently published its [2022 Local Planning Implementation Story Map](#), an interactive report of 21 RTA-supported projects around the region that are starting soon, in progress, or recently completed. Overall, the projects included in the implementation report show progress toward the goals of *Transit is the Answer*, and the principle of "Commitment to Change." Moving forward, the RTA will continue to assist communities throughout the region to tackle immediate and emerging planning issues related to transit.

Mayor Johnson Transition Report

Many of the priorities outlined in *Transit is the Answer* were incorporated into Mayor Brandon Johnson's [transition report](#), which was released on July 6. The goals were agreed upon by a diverse team of experts and advocates, including Chairman Dillard, who served as co-chair of the Transportation Subcommittee. The report's goals aim to improve the transit system by stabilizing CTA service delivery and reliability, increase equitable access to existing transportation, grow investments in equitable transportation, and prioritize infrastructure that reinforces safe movement.

Semi-Annual Project Management Oversight Report Released

Transit is the Answer highlights the need for an annual investment of \$3.5 billion over the next 10 years to address chronic disinvestment, to achieve a state of good repair, to make improvements to the sustainability of transit, and to improve accessibility, reliability, and equity. Under its Project Management Oversight (PMO) program, the RTA ensures that the Service Boards are spending capital funds and managing their capital projects effectively and efficiently. The [latest PMO report](#) was released June 23 and details 109 projects which show a capital investment of over \$7.6 billion into the RTA region's transit system.

Transportation Tuesday Wrap-Up

The final webinar of the RTA's Transportation Tuesday series was held on June 27, focusing on how the RTA works with the Service Boards to advance a regional capital strategy. Recordings and recaps of each webinar from this year's series, which was focused on implementation of *Transit is the Answer*, are available on the [RTA Connections Blog](#).

Selections: RCO: 11	Engineer:
Fund:	Tip Fund:

LOCAL ROADS & STREETS STATUS SHEET FOR FEDERAL AID PROJECTS
 LOCATED IN THE CMAP **MC HENRY REGIONAL COUNCIL**

11

Local Agency/ Section	Project Route/ From/ To/ Scope of Work 1/ Scope of Work 2/	Current CE3 Estimate	T.I.P. NO. FFY/Fund/Cost/Fed Cost/Authorized	Environ- mental Approval	Public Hearing Status	Design Appv Requested CD DT	ROW Req CD DT	Plans to CO CD DT	Target Let/ Low Bid/ Award Date Award Amt	E1/E2 Consultant	Jntagmt Cd Dt RR Agmt Cd Dt 404 Permit Cd Dt	A-95 Review STATE * NIPC *
1 ALGONQUIN 160009000PV	- Main St Railroad St to Edwards St RECONSTRUCTION	2,049,000	11-13-007 E1: / / / / E2: / / / / RW: / / / / C: MYB / / 2,049,000 /	CE 1 6 /7 /2017	NR		Yes		1/1/2024	AH CR CBBEL	NR	* NR * * * * * * * * * *
2777							REMARKS: Stage 1 (Bridge) under 16-00090-01-BR using STP-L. Let 3/9/2018. Roadway unfunded (8-13-21).					
2 ALGONQUIN 170009200PV	Var - Var-See Notes RECONSTRUCTION DRAINAGE; BIKEWAY	3,905,895	11-21-008 E1: / / / / E2: / / / / RW: / / / / C: FFY22 / STPL / 3,905,895 / 1,500,000 /	CE 1 9 /29 /2021	NR		No		3/10/2023 8,448,000	AH CR HR Green	NR	* NR * * * * * * * * * *
3104							REMARKS: Ocoola Trl; Schuett St; Scott St; Souwanas Trl. Item No. 81.Benchmark Construction Co., In c.					
3 CRYSTAL LAKE 210013100SW	Var - Main/Virg/CongP SIDEWALKS	1,171,000	11-21-0028 E1: / / / / E2: / / / / RW: / / / / C: FFY23 / STE / 1,171,000 / 936,611 /	CE 1 5 /31 /2022	NR		No		4/26/2024	AH CR GHA	NR	* NR * * * * * * * * * *
3190							REMARKS:					
4 JOHNSBURG 200001600RS	FAU0156 - Riverside Dr Johnsburg Rd to Running Brk Frm Blvd RESURFACING	3,383,000	11-21-0006 E1: / / / / E2: / / / / RW: / / / / C: FFY23 / STPL / 3,383,000 / 1,500,000 /	CE 1	NR		No	E 4 /15 /2023	9/22/2023	AH CR H.R. Gree	NR	* NR * * * * * * * * * *
3186							REMARKS: Max STPL: \$1,500,000.					

Selections: RCO: 11	Engineer:
Fund:	Tip Fund:

LOCAL ROADS & STREETS STATUS SHEET FOR FEDERAL AID PROJECTS
 LOCATED IN THE CMAP **MC HENRY REGIONAL COUNCIL**

11

Local Agency/ Section	Project Route/ From/ To/ Scope of Work 1/ Scope of Work 2/	Current CE3 Estimate	T.I.P. NO. FFY/Fund/Cost/Fed Cost/Authorized	Environ- mental Approval	Public Hearing Status	Design Appv Requested CD DTCD DT	ROW Req CD DT	Plans to CO CD DT	Target Let/ Low Bid/ Award Date Award Amt	E1/E2 Consultant	Jntagmt Cd Dt RR Agmt Cd Dt 404 Permit Cd Dt	A-95 Review STATE * * *	NIPC * * *
5 MCHENRY CO 060032902PW 3205	FAP0336 - Randall Rd Ackman Rd to Acorn Ln/Polaris Dr WIDENING & RESURFACING RECONSTRUCTION	50,000,000	11-18-0005 E1: / / / / E2: / / / / RW: / / / / C: FFY24 / Note / 50,000,000 / 18,000,000 /	CE 2 12/23/2013	NR	A 12/23/2013	Yes		11/17/2023	AH CR TranSyste	NR	NR	* * * * * * * * *
						REMARKS: STPL: \$1.25M; FCAA: \$8M; STR: \$5.7M; ITEP: \$3M.							
6 MCHENRY CO 180048200BR 3198	CH0043 - Millstream Rd Over Kishwaukee River BRIDGE RECONSTRUCTION	7,575,000	11-17-0008 E1: FFY18 / BRPP / 310,000 / 248,000 / A E2: FFY22 / BRP2 / 721,000 / 577,000 / A RW: / / / / C: FFY24 / BRP / 7,505,000 / 5,659,760 /	CE 2 2/15/2022	NR	A 2/15/2022	Yes		11/17/2023	AH CR BLA	NR	NR	* * * * * * * * *
						REMARKS:							
7 SPRING GROVE 210001800RS 3099	FAU0157 - Winn Rd IL 173 to Main St RESURFACING	1,662,500	11-21-0012 E1: / / / / E2: / / / / RW: / / / / C: FFY24 / STPL / 1,662,500 / 1,330,000 /	CE 1 7/23/2021	NR		No		1/19/2024	AH CR HR Green	NR	NR	* * * * * * * * *
						REMARKS:							

July 10, 2023

CMAP News

The CMAP office is open daily and [staff](#) have established hybrid work schedules. As of May 11, 2023, in accordance with the requirements of the Open Meetings Act (OMA), CMAP committee meetings will be held in-person and a quorum of committee members must be physically present. CMAP will continue to provide options for non-member attendees to participate in meetings virtually. Meeting materials, webinar links, minutes, and recordings can be found on [CMAP's Legistar page](#). For general questions, complete our [contact form](#). Subscribe to updates from CMAP on transportation, the economy, climate and more [here](#).

Job Opportunities

CMAP is hiring for several full-time positions: an [Air Quality Analyst / Senior Analyst](#) in the Research, Analysis and Programming Department; an [Administrative Assistant](#) on the Executive Team; a [Senior Communications Specialist](#) in the Communications and Engagement Department; a [Planner](#) in the Planning Department; and a [Deputy of Administration Services and Finance](#), [Senior Procurement Analyst](#), [Procurement Analyst](#), and [Associate Human Resources Generalist](#) in the Finance and Administration Department. Visit CMAP's [Careers page](#) to discover more job opportunities.

Additionally, the McHenry County DOT is hiring a [Planning Manager](#).

Plan of Action for Regional Transit (PART)

As directed by Public Act 102-1028, CMAP is developing the [Plan of Action for Regional Transit \(PART\)](#) report, a set of legislative recommendations to strengthen the regional transit system, which is facing a funding crisis that has the potential to decimate service, cripple our regional and local economies, and diminish quality of life. This report must be approved by CMAP's Board and MPO Policy Committee before it is submitted to the General Assembly and Governor's Office by January 1, 2024. The recommendations will include improving transit through enhanced bus service, enabling fare integration and other measures, identifying sustainable revenues for the system through changes to the sales tax and other mechanisms, and exploring what governance reforms are needed to enact these desired changes. The PART report will leverage findings and input from the RTA and its [Transit is the Answer](#) strategic plan, as well as CMAP's [Mobility Recovery](#) project.

CMAP is also required to assemble a steering committee comprised of business, civic, labor, and environmental stakeholders who will help guide development of the recommendations. The PART steering committee have held three meetings, and will next convene on Wednesday, July 19th. If you are interested in receiving a briefing on the PART report, please contact Jane Grover at jgrover@cmap.illinois.gov or 312-386-8802.

Program Status Updates

CRRSAA Program

On December 27, 2020, Title IV of the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA) was enacted. This Act resulted in the allocation of \$42,647,247 to be programmed and managed by CMAP. In the fall of 2021, the STP Project Selection Committee and local councils of mayors selected [33 individual project phases](#) for CRRSAA funding. The [Regional CRRSAA Status Report](#) and [Regional CRRSAA Accounting Summary](#) were updated in July 2023.

Staff Contact: [Kama Dobbs](#) (312-386-8710)

July 10, 2023

Surface Transportation Program

The [STP Project Selection Committee](#) will meet on **July 13, 2023**. At the meeting, the committee will approve opening the public comment period for the Staff Recommended FFY 2024 – 2028 Shared Fund [Active](#) and [Contingency](#) programs. [Meeting Materials](#) are posted on CMAP's Legistar page. Program status reports for the STP Shared Fund, based on quarterly updates submitted by project sponsors and an accounting of available, programmed, and obligated funds for the region are available on CMAP's [STP web page](#).

Staff Contact: [Kama Dobbs](#) (312-386-8710)

Congestion Mitigation and Air Quality (CMAQ) and Transportation Alternatives (TAP-L)

The most recent CMAQ Project Selection Committee (PSC) meeting was held on April 13, 2023., and the committee's next meeting is scheduled for **July 13, 2023**. [Meeting materials](#) are posted on CMAP's Legistar page one week in advance of the meetings. Information for submitting change requests for CMAQ or TAP-L funded projects can be found on CMAP's [CMAQ web page](#).

Staff Contact: [Doug Ferguson](#) (312-386-8824)

Safe Travel for All Roadmap (STAR)

CMAP's STAR program aims to improve the region's traffic safety environment. It will continue and build on the work of the Safety Action Agenda and align the effort with new federal funding opportunities including: the development of policy related to speed management, bicycle and pedestrian safety; the creation of safety action plans for qualifying local partners, the dedication of resources to planning and implementing complete streets projects and the creation of data resources for partners to better address safety.

Northeastern Illinois was awarded a \$5 million grant to improve traffic safety across the region. The joint application submitted by CMAP, IDOT, and the region's counties will fund a comprehensive, regional program called [Safe Travel for All Roadmap](#) (STAR), which will provide a framework for safety research and programs to make northeastern Illinois safer for all travelers.

Staff Contact: [Victoria Barrett](#) (312-386-8641)

CMAP Products and Data

Greenhouse Gas Emissions Inventory and Local Summaries

An updated [greenhouse gas emissions inventory](#) using 2019 data is available. This shows that between 2010 and 2019, overall greenhouse gas emissions in northeastern Illinois decreased by 9 percent. While this is progress, the region has a shared goal of reducing emissions by 5 percent annually through 2050, and it fell 36 percent short of the goal. [Individualized data summaries](#) by county, community, and Chicago neighborhood that provide a snapshot of emissions from the building, transportation, and waste sectors are also available.

Improving Accessibility in the Region

CMAP has launched a program to help communities in northeastern Illinois improve accessibility for their residents and visitors with disabilities. This [CMAP webpage](#) provides communities and partners with essential information about improving accessibility and complying with the Americans with Disabilities Act. CMAP also hosted a series of free ADA trainings. These interactive workshops covered

July 10, 2023

ADA and Title II requirements, completing a self-evaluation, the role of an ADA coordinator, and developing a transition plan. Training slides and recordings are available on the [CMAP website](#) and we expect to launch more trainings in early fall! Sign-up to receive the Accessible Communities newsletter by updating your subscriber preferences [here](#). For questions, email accessibility@cmmap.illinois.gov.

IJA booklet and resources for communities

CMAP has launched an [online resource](#) to provide communities and partners with the essential information they need to know about IJA and its benefits to the region. This includes funding estimates for existing transportation programs as well as new programs that can make our regional transportation system stronger and more resilient for the next generation of users.

CMAP has also been working with partners and stakeholders to prioritize and achieve consensus around sustainable solutions to our region's transportation challenges. The highest priority projects for the region are reflected in the [IJA booklet](#). These projects align with the [core principles](#) that guide IJA and our region — inclusive growth, resilience, and prioritized investment.

From Our Partners

2022 Statewide Crash Data

On June 20, 2023 IDOT released [Circular Letter 2023-18](#) regarding the 2022 statewide crash data and safety portal. The information can be accessed by logging into [IDOT's Safety Portal](#), which provides access to search and retrieve individual crash reports, view the location of a crash on a map, access the full 10-year retention period for historical and trend analysis purposes of sites and crashes, and generate standardized summary reports of crash data based on various input parameters. Additional crash data may be requested by contacting the Bureau of Data Collection at DOT.DTS.DataRequests@illinois.gov. Additionally, the 2021 Illinois [Crash Facts and Statistics Publications](#) are also available on the IDOT website.

Bicycle Facility Inventory System

IDOT has launched the [Bicycle Facility Inventory System](#). Users have access to add new facilities, update existing facilities, and mark facilities as decommissioned. A recording of the April 5th [webinar](#) which demonstrates how to use the system is available. For questions and additional information please email: DOT.BikePed@Illinois.gov.

Vulnerable Road User Safety Assessment

On March 15, 2023, IDOT released [Circular Letter 2023-10](#). With the passage of IJA, IDOT is required to assist and support LPAs to perform a Vulnerable Road User (VRU) Safety Assessment as part of the state's Highway Safety Improvement Plan. The law establishes that the VRU Safety Assessment must be completed no later than November 15, 2023. You can help improve safety by identifying areas in your community that may be unsafe for bicyclists, pedestrians, or other vulnerable road in a new [online map](#).

FHWA Bicycle and Pedestrian Planning, Program, and Project Development Guidance

FHWA has issued updated Bicycle and Pedestrian Planning, Program, and Project Development Guidance. It is posted on FHWA's [BIL webpage](#) and the [Bicycle and Pedestrian Guidance webpage](#). For questions, please contact Todd Schmidt: todd.schmidt@dot.gov or 312-353-3868.

July 10, 2023

TRB Publication - “Making Travel More Equitable for People with Disabilities.”

The Transportation Research Board published the fourth part in a blog series on equity, “[Making Travel More Equitable for People with Disabilities](#).” The blog focuses on the challenges faced by people with disabilities in accessing transportation systems and the need for improvements in infrastructure, policies, and services to address these barriers. The roles of inclusive design, technological advancements, and stakeholder collaboration in creating accessible transportation options are emphasized. The blog also presents examples of successful initiatives and best practices from different regions to inspire and guide future efforts towards enhancing the travel experience for individuals with disabilities.

Streamlined Environmental Survey Screening Process

On March 7, 2023, IDOT released [Circular Letter 2023-08](#), which details significant improvements and changes made to streamline the process of environmental surveys to improve review time. Recent Bureau of Design and Environment (BDE) policy changes allow local projects to now be screened for natural and cultural resources by certain qualified and trained Central Office Bureau of Local Roads and Streets (CBLRS) Staff. The intent of the screening process is to also determine which projects must be submitted for more detailed surveys via the BDE Environmental Survey Request (ESR) process. For new projects which have not previously submitted an ESR and are not already within the BDE ESR queue, the new screening processes became effective on all documents submitted after March 6, 2023.

Funding Opportunities

2023 Safe Routes to School Webinars

The 2023 funding cycle for Safe Routes to School will open August 1, 2023 and close **October 2, 2023**. To assist with the preparation of the upcoming cycle, IDOT has partnered with the Active Transportation Alliance to offer an informational webinar series.

SRTS Webinar 1 – Grant Overview

- Wednesday, July 12, 11:30am – 1pm
- Register here: https://us06web.zoom.us/webinar/register/WN_GC5COIkVTxiFqI8LmfKeA

SRTS Webinar 2 – Q&A with IDOT

- Wednesday, August 23, 11:30am – 1pm
- Register here: https://us06web.zoom.us/webinar/register/WN_spFA0MjARiqMatdB5oND9g

SRTS Webinar 3 – Q&A with IDOT

- Wednesday, September 20, 11:30am – 1pm
- Register here: https://us06web.zoom.us/webinar/register/WN_mfloVU7kSuG8vSgCi14low

For question, please contact IDOT Safe Routes to School staff at DOT.SAFEROUTES@Illinois.gov.

FFY 2022 and 2023 Wildlife Crossing Pilot Program (WCPP)

On April 4, 2023, the US DOT released a [NOFO](#) for the Wildlife Crossing Discretionary Grant Pilot Program (WCPP), which aims to protect wildlife, reduce the number of Wildlife Vehicle Collisions (WVC), and improve habitat connectivity for terrestrial and aquatic species. WCPP grants are available for all project activities, including but not limited to research, planning, design, and construction. The total amount of funding that is available is up to \$111.85M. It is anticipated that 60% or more of the available funds will be award to applicants in rural areas. Applications are due by **August 1, 2023** through www.grants.gov. For questions and additional information please email: wildlifecrossings@dot.gov.

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PROTECT Program

On May 2, 2023, the USDOT released a [NOFO](#) for the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT), which is a new discretionary grant program created by the IIJA. There are four categories of funding under the PROTECT Discretionary Grant Program: one for Planning Grants and three for Resilience Grants. The three Resilience Grants categories are for Resilience Improvement, Community Resilience and Evacuation Routes, and At-Risk Coastal Infrastructure projects. Applications are due by **August 18, 2023** through www.grants.gov. Additional resources are available [here](#).

FY2023 Multimodal Project Discretionary Grant Program

USDOT has released the [NOFO](#) for the Multimodal Project Discretionary Grant Program. This funding supports three major discretionary grant programs that involve surface transportation projects designed to strengthen supply chains, spur economic development, and improve safety and daily life. Applications for funding through the Rural, INFRA, and Mega grants are being solicited together under a single opportunity titled the Multimodal Project Discretionary Grant program. Applications must be submitted through Grants.gov by **August 21, 2023**. Applicants may find the NOFO, Frequently Asked Questions, and other helpful resources [here](#).

FY 2023 Reconnecting Communities and Neighborhoods Program (RCN)

USDOT has released the [FY 2023 NOFO](#) for the Reconnecting Communities and Neighborhoods Program. This RCN NOFO is a combination of two major discretionary grant opportunities: The [Reconnecting Communities Pilot](#) (RCP) and [Neighborhood Access and Equity](#) (NAE) Programs. USDOT has combined these two programs into a single NOFO to provide a more efficient application process for project sponsors. While they remain separate programs for the purposes of award, the programs share many common characteristics, and it is possible for projects to be eligible and considered for both programs using a single application. Under the combined RCN Program, USDOT is offering three grant types: Community Planning Grants, Capital Construction Grants, and Regional Partnerships Challenge Grants. To apply, the three grant programs have been split into two application sites:

1. [Community Planning Grants and Regional Partnerships Challenge Grants with Planning Activities](#)
2. [Capital Construction Grants and Regional Partnerships Challenge Grants with Construction Activities](#)

Applications must be submitted through Valid Evaluation by **September 28, 2023**. A series of webinars are scheduled to provide information on the Reconnecting Communities and Neighborhoods grant program. Registration is not required – simply use the appropriate [webinar link](#) at the designated time. For questions, contact Andrew Emanuele at reconnectingcommunities@dot.gov.

Training Opportunities

Bicycle and Pedestrian Planning, Program, and Project Development Guidance

The Pedestrian and Bicycle Information Center is hosting a webinar on Bicycle and Pedestrian Planning, Program, and Project Development Guidance, presented by FHWA staff. The purpose of the webinar is to provide background information and guidance on Federal legislation, policies, and reference materials related to bicycle, pedestrian, and shared micromobility programs and projects. The guidance describes the range of opportunities to improve conditions for bicycling, walking, and shared micromobility, consistent with the USDOT goals for a safe, accessible, comfortable, equitable, and integrated multimodal transportation network infrastructure that serves all ages and abilities. The webinar will take place on **July 13** at 1:30 - 3:00 p.m. CT. [Register here](#).

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IDOT Phase 1 Course

IDOT's Illinois Technology Transfer Center is hosting two IDOT Phase I trainings. The course will cover developing a transportation project's purpose and need, roles and responsibilities of local, state, and federal agencies, environmental studies conducted through the Environmental Survey Request process, and more. Register [here](#).

Training Option 1

- Date: Thursday, August 10th
- Time: 8:30am-4:30pm (lunch 12-1)
- Location: 201 Schaumburg Court, Schaumburg, IL 60193 in the Lecture Hall

Training Option 2

- Date: Thursday, August 31st
- Time: 8:30am-4:30pm (lunch 12-1)
- Location: 2300 South Dirksen Parkway, Springfield, IL 62704 in the IDOT Hanley Auditorium

Climate Resilience Training Courses

The FHWA's National Highway Institute (NHI) is now offering five new Environmental courses addressing climate change through adaptation and resilience. The target audiences for the courses are primarily transportation personnel who work in engineering, design, and project development/NEPA units in transportation agencies (mainly State DOTs). The courses will also be relevant to those interested in planning, asset management, operations, and maintenance. Expected participants include experienced staff from State DOTs, local governments, Tribal governments, Federal State agencies, and consultants.

- [Understanding Past, Current and Future Climate Conditions](#)
- [Introduction to Temperature and Precipitation Projections](#)
- [Systems Level Vulnerability Assessments](#)
- [Adaptation Analysis for Project Decision Making](#)
- [Addressing Climate Resilience in Highway Project Development and Preliminary Design \(NHI 142085\)](#)

Transportation Planning Video Learning Series

Two videos now available on FHWA's [Transportation Planning Capacity Building Website](#) under [Connect & Learn](#). This video learning series is designed to exchange information on planning tools, share common experiences and noteworthy practices across the planning discipline, and establish a common knowledge base for all planners.

- [Federal Transportation Planning Process](#): This video explains the typical transportation planning process (based on the US DOT [Transportation Planning Process Briefing Book](#)), and provides an introduction to the transportation planning process conducted by public agencies.
- [Federal Transportation Planning Funds](#): This video explains the process to ensure that federal funding is being used to plan a safe and efficient transportation system according to laws and regulations and help State DOTs and sub-recipients manage the funding efficiently and effectively and in compliance with federal requirements.

National Highway Institute (NHI) Introduction to NEPA and Transportation Decision-making

The NHI has revised the [Introduction to the National Environmental Policy Act \(NEPA\) and Transportation Decision Making](#) course. This web-based, self-paced training describes Federal Highway Administration's (FHWA's) approach to the NEPA transportation decision-making process. This training

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covers NEPA regulations, policies and guidance defined by the Council on Environmental Quality and FHWA.

Integrating Transportation and Land Use

The [Integrating Transportation and Land Use](#) web-based training (WBT) course is designed to help practitioners plan multimodal transportation systems that supports community development goals and shape land use patterns that support transportation system performance goals. Course lessons include determining the interplay between transportation systems and land use development patterns, the processes and principles that influence integrated transportation and land use planning, and strategies for applying integrated land use and transportation principles to different types and scales of planning and decision-making processes. Target audience includes Mid-level State DOT employees, City and County engineers and planners, MPO staff, transit operators, Federal employees (FHWA, FTA, EPA), resource agency staff, consultants, elected officials, regulatory agency staff, local zoning officials, site designers, citizen activists, developers, media representatives and business leaders.

Every Day Counts (EDC) Virtual Summit

The EDC-7 summit was conducted virtually and included 2,000 attendees from State DOTs, local agencies, federal land management agencies, tribes and industry. The seven initiatives feature strategies to improve safety for all users, build sustainable infrastructure for the future, and grow an inclusive workforce. The presentations, fact sheets, videos, virtual booths, and pdfs of homegrown innovations developed by the National State Transportation Innovation Council (STIC) Network are available on-demand to all registered participants **through February 2024**. Register for the on-demand summit [here](#).

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Federally-Funded Project Implementation and Active Program Management Reminders – July 2023

7/31/2023

Final agreements due for projects targeting the September state letting

7/31/2023

If needed, final ROW agreements due for projects targeting the September state letting

Other recommended actions

Sponsors of STP-L or STP-Shared Fund projects with phases programmed in FFY 2023 that are not yet obligated and are eligible for an obligation deadline extension (see [APM policies](#), Section VI. B.) must submit requests by the end of July. Submittal procedures may vary by council – please contact your Planning Liaison for assistance.

Sponsors of projects with Phase 1 or Phase 2 Engineering programmed in FFY 2024 should consider beginning the Qualifications Based Selection (QBS) process for those project phases so that funding agreements can be submitted to IDOT as soon as possible to help ensure that federal funds are obligated within the programmed FFY.

###

This information is compiled from these official sources:

- IDOT Bureau of Local Roads and Streets Region One Letting Schedule (latest version available from IDOT District 1 BLRS staff)
- CMAP's TIP Due Dates and Master Transportation Schedule (latest version posted [here](#))
- [STP Active Program Management Policies](#)
- CMAP's call for projects [web page](#) (Refreshed prior to each call)
- CMAP's [CMAQ and TAP-L Program Management and Resources web page](#)

If there are any discrepancies in dates, the dates listed on the official sources above should be used. Consult with your planning liaison to resolve any questions or concerns.

PARIT

Plan of Action for Regional Transit Northeastern Illinois

Our region's transit system is in crisis — facing a drastic funding cliff in 2025.

Big, bold solutions are needed to secure the financial viability of our region's transit system and avoid cascading social, economic, and environmental impacts.

A diverse group of leaders from across northeastern Illinois have committed to developing a Plan of Action for Regional Transit with recommendations to address these challenges.

Recommendations report on our region's transit system

The General Assembly approved Public Act 102-1028, tasking the Chicago Metropolitan Agency for Planning (CMAP) with developing legislative recommendations on the region's transit system. CMAP is convening representatives from the business, community, environmental, labor, and civic sectors to develop and submit this plan to the Governor and General Assembly by January 1, 2024.

Why is this a priority for our region?

Transit is the backbone for our region. In addition to providing vital transportation options for our residents and workers, it drives our economy, impacts equity and climate change, and more.

The pandemic changed where, when, and how people travel. Drastic shifts in ridership resulted in significant revenue loss and transit agencies have been forced to rely on federal assistance to operate. Those funds will be exhausted in three years. The General Assembly and transportation leaders recognize we need to focus attention on a better regional system and sustainable funding.

Households with low income and communities of color relied on transit for jobs, healthcare, and more during the pandemic.

60% of regional jobs (in sectors like transportation, manufacturing, food service, and health care) can't be done from home.

Without reliable public transit, the region will fail to meet emission reduction goals and will exacerbate a rapidly changing climate.

"We must strive to provide reliable access to public transit, and with it, access to job opportunities, health care, and other essentials. Illinois must build an equitable future for public transportation that prioritizes all of our neighbors."

- Senator Ram Villivalam, legislation sponsor

"My hope is that ten years from now, our transit system looks very different. We must reimagine our system. It needs to be a first choice for people."

- Representative Eva-Dina Delgado, legislation sponsor

The report will address these complex challenges:



Financial viability and funding

Transit providers face a fiscal cliff. Ridership and fare revenue declined drastically during the pandemic, resulting in significant operating budget shortfalls. And the system relies on federal assistance that will run out by 2026.

The structure that funds our transit system does not match today's needs. Funds are distributed based on formulas set in statute more than 40 years ago. And state law requires the transit system use fares to cover half of operating costs. Keeping that requirement would lead to damaging service cuts in today's post-pandemic region.



Governance

Addressing these challenges will also involve discussions on how to put them into practice in a system with three overlapping transit providers - Chicago Transit Authority, Metra, and Pace. Long-term, sustainable solutions will require coordination across the entire regional system.



Community and economic development

Policies and programs that promote equitable development near transit can help close socioeconomic gaps and enhance community development and recovery (e.g., incentivizing transit-supportive land use in the context of existing transit centers).



Rider experience

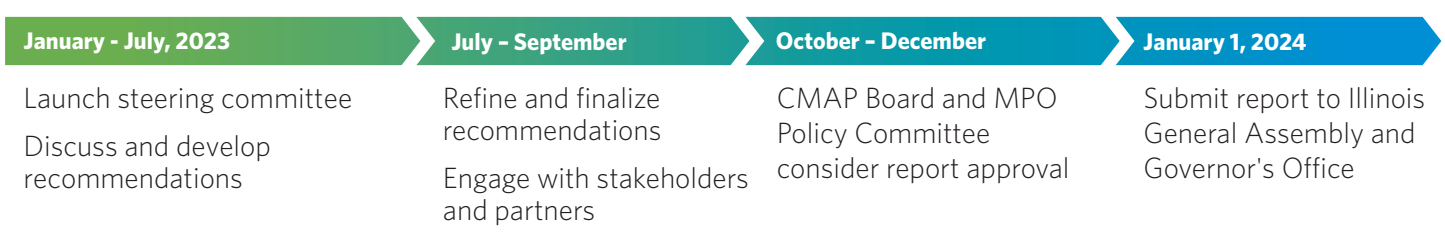
Transit is fundamentally about people. The system can and should continue to better serve the people who rely on it every day, with investments in safe, secure, frequent, reliable, and affordable service throughout the region.

The plan will include meaningful public engagement through the lens of:



The plan will leverage findings and input from the Regional Transportation Authority's strategic plan

PART timeline and milestones



Learn more and get involved

Visit www.cmap.illinois.gov to learn more about PART. If you're interested in someone speaking to your group, please email communications@cmap.illinois.gov.



Throughout the project, CMAP will be sharing new information and engaging with stakeholders and the public. Use the QR code to learn more.

Contact

Laura Wilkison, Senior director and policy advisor
lwilkison@cmap.illinois.gov



Chicago Metropolitan Agency for Planning

From: [Abigail Wilgreen PE CFM](#)
To: [Andrew Duffin](#)
Subject: [EXTERNAL] Letting Change Request (TIP 11-22-0003)
Date: Thursday, July 6, 2023 9:17:17 AM
Attachments: [image2c5e80.PNG](#)
[imagec4afde.PNG](#)
[imagead373c.PNG](#)
[image4a3f65.PNG](#)

The City of Crystal Lake respectfully requests a letting date change for the Three Oaks Road at Lutter Drive/Sands Road (TIP ID 11-22-0003) to the April 26, 2024 letting. Please let me know if you need any further documentation.

Thank you,
Abby Wilgreen



Abigail Wilgreen PE CFM | City Engineer | Public Works



City Of Crystal Lake | 100 W. Woodstock St. | Crystal Lake, IL 60014

Website: www.crystallake.org | Phone: 815-356-3605

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If you have any questions about the legitimacy of this email, please call the helpdesk at extension 4828.

From: [Christopher Tiedt](#)
To: [Andrew Duffin](#)
Cc: [Steve Cieslica](#); [Scott Hennings](#)
Subject: [EXTERNAL] Raffel Road Extension request
Date: Tuesday, June 27, 2023 9:25:28 AM
Attachments: [image001.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image004.png](#)
[image001.png](#)

Good morning Drew,

Please let this email serve as the City of Woodstock's request to an obligation deadline extension for the Raffel Road Project. In order to have the project completed within a reasonable time of the construction season the City of Woodstock intends to bid this project out in the January 2024 letting, award the project soon thereafter and complete the project as soon as plants open up in Spring 2024.

Please let me know if you have any other questions.
Sincerely,

Chris



Chris Tiedt, P.E.

City Engineer

Engineering Division

Ph: [815-338-4300](tel:815-338-4300) Fax: [815-334-2269](tel:815-334-2269)

CAUTION: This email originated from outside of the County network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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If you have any questions about the legitimacy of this email, please call the helpdesk at extension 4828.

City of
HARVARD
McHENRY COUNTY, ILLINOIS

Municipal Building • 201 Diggins Street • P.O. Box 310 • Harvard, Illinois 60033
815-943-6468 • Fax 815-943-4556 Web page: www.cityofharvard.org

July 13, 2023

McHenry County Council of Mayors
16111 Nelson Road
Woodstock, IL 60098

Attention: Andrew Duffin
McHenry County Council of Mayors

Subject: Diggins Street Resurfacing
City of Harvard
Section 21-00068-00-RS
State Job # D-91-156-21
Federal Job # WZ7Z(667)

Dear Mr. Riddle:

This letter serves as a request to extend the obligation deadline for construction for this project. The delay in the overall schedule is a result of the length of time it took to obtain approval for the phase II engineering and funding agreements. The approval process took 13 months. The City submitted draft agreements to IDOT on May 18, 2022, with revised agreements sent on June 21, 2022. We did not receive authorization from District 1 to send in signed copies until March 22, 2023, nine months later. The City quickly executed the agreements and sent them back to District 1 electronically and Via FedEx on March 29, 2023. We did not receive approval from IDOT/FHWA until the end of May, 2023.

This project is currently scheduled for a March 2024 letting. Construction is currently funded in FY 2023. Although we require an obligation extension, it not due to any delay by the City. We respectfully request that the obligation deadline be extended but feel it should not count against the City of Harvard's one time request limitation. If you have any questions or require more information, please contact our City Engineer, Gary Rozwadowski at 847-823-0500, thank you.

Sincerely,



Lou Leone
City Administrator

cc: Kama Dobbs, CMAP (kdobbs@cmapp.illinois.gov)
Scott Hennings, McDoT (SAHennings@mchenrycountyil.gov)
Deb Bejot, Harvard (bejot@cityofharvard.org)
Gary Rozwadowski (groz@cbbel.com)





Contract # C-24-0007
Funding Source: 11-0855-01-24

**Intergovernmental Agreement
For
Transportation Planning Activities
McHenry County**

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and McHenry County, herein called GOVERNMENTAL BODY.

Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-5 herein and any Appendices thereto.

For the GOVERNMENTAL BODY:

Signature	Type or Print Name of Authorized Representative	Date
-----------	-------------------------------------------------	------

Attest:

Signature	Type or Print Name	Date
-----------	--------------------	------

For CMAP:

Erin Aleman Executive Director	Attest Signature	Date
-----------------------------------	------------------	------

-
- Part 1 Scope/Compensation/Term
 - Part 2 General Conditions
 - Part 3 Federal Conditions of Approval
 - Part 4 Scope of Work/Responsibilities
 - Part 5 Compensation for Services
 - Part 6 FTA Certification Regarding Lobbying
 - Part 7 Agreement Award Notification of Federal Funds
-

Part 1: Scope/Compensation/Term

- A. **Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY agree as specified in Part 4.
- B. **Compensation and Method of Payment.** Compensation (if any) shall be as specified in Part 5. Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the GOVERNMENTAL BODY such amounts as may be approved by CMAP. If an invoice is not acceptable, CMAP shall promptly provide the GOVERNMENTAL BODY a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing. Transfer of funds will be made electronically. Please complete Attachment 2: Electronic Billing Information and return to CMAP at accounting@cmapp.illinois.gov.
- C. **Tax Identification Number.**

GOVERNMENTAL BODY certifies that:

- 1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
- 2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
- 3. It is a U.S. entity (including a U.S. resident alien).

Name of GOVERNMENTAL BODY: _____

Taxpayer Identification Number: _____

DUNS No. _____

Legal Status (Circle one): Tax-exempt Government Nonresident Alien
Other _____

- D. **Compliance with Registration Requirements.** GOVERNMENTAL BODY and its sub-contractors shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is the GOVERNMENTAL BODY'S responsibility to remain current with these registrations and requirements. If the GOVERNMENTAL BODY'S status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
- E. **Term of Agreement.** The term of this Agreement shall be from **July 1, 2023 to June 30, 2024**
- F. **Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

The following are general conditions of approval and procedural guidelines and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

1. Complete Agreement.

a. This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

b. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and GOVERNMENTAL BODY'S obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

c. CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

d. Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the GOVERNMENTAL BODY shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties. No claim by the GOVERNMENTAL BODY for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

e. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.

f. For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2. **Chicago Metropolitan Agency for Planning Designee.** Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.

3. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

4. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this

Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason the GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

5. **Allowable Charges.** No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the GOVERNMENTAL BODY shall be used by the GOVERNMENTAL BODY for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the GOVERNMENTAL BODY who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the GOVERNMENTAL BODY may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
6. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP. CMAP reserves the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report with reasonable notice.
7. **Access to Records.** The GOVERNMENTAL BODY shall maintain, for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:
 - (1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The GOVERNMENTAL BODY shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

- (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (3) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

8. **Cost Category Transfer Request.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without CMAP's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

Notification to CMAP is required for transfers among appropriated cost categories which exceed 10% or \$1,000 of the line item. No transfer of funds can exceed the total Agreement. The GOVERNMENTAL BODY must submit a written report (form provided by CMAP) to CMAP detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.

9. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY shall also meet the following minimum procedural requirements.
 - a. Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of CMAP.
 - b. Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than \$3,000 but less \$10,000, the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are \$40,000 greater will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of CMAP will be used, provided that the procurement procedures conform to the provisions in Part 3 (K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) CMAP authorizes such a procedure; (3) after solicitation of a number of sources, competition is determined inadequate; or (4) as otherwise permitted by law and the GOVERNMENTAL BODY's own procurement rules and regulations.
 - c. Records: The GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
 - d. No GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.
 - e. GOVERNMENTAL BODY certifies that to the best of its knowledge, its sub-grantees have complied with and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities to the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
10. **Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP.
11. **Method of Payment.** Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:
 - a) Based on services performed, GOVERNMENTAL BODY may submit invoices as frequently as once a month, but is required **to submit invoices no later than forty-five (45) days after the**

end of each quarter within the fiscal year. Failure to submit such payment request timely will render the amounts billed an unallowable cost for which the GOVERNMENTAL BODY cannot be reimbursed. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to:

accounting@cmapp.illinois.gov AND
UWPReporting@cmapp.illinois.gov

- b) Each invoice and report submitted must contain: the contract number, a unique vendor invoice number, a description of the services performed, the hourly rates and number of hours worked for each staff member, any subcontractor invoices that directly relate to the work performed during the invoice period, an itemization of travel and other costs which are chargeable to the contract and the following certification by an official authorized to legally bind the GOVERNMENTAL BODY:

By signing this payment request, I certify that to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- c) Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the GOVERNMENTAL BODY such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing.

At the end of each fiscal year that this agreement is active, all invoices for services performed and expenses incurred by the GOVERNMENTAL BODY for the services of this Agreement completed within the expiring fiscal year (ending June 30) must be presented to CMAP no later than fifteen (15) days after the end of the fiscal year. If final, reviewed, invoices are not available by this date, the GOVERNMENTAL BODY must present a soft expenditure estimation report for the final period of the fiscal year to CMAP no later than (15) days after the end of the fiscal year. This report should include any available expenditure documentation available at the time, as well as a narrative estimation of the remaining costs for the final period of the fiscal year. The purpose of the soft expenditure estimation is to book expenditures in the fiscal year in which they occurred. Expenditures not booked in the proper fiscal year cannot be paid once the fiscal year is closed. The GOVERNMENTAL BODY will then have forty-five (45) days to submit a final, reviewed, and finance-approved invoice to CMAP, at which time final payment on the invoice will be made.

Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. All payments will be transferred electronically to GOVERNMENTAL BODY'S business bank account. The GOVERNMENTAL BODY will be requested to provide transfer numbers for the business bank account when the contract is finalized, in addition to a copy of its IRS W-9 (Request for Taxpayer Identification Number and Certification).

12. **Suspension.** If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement and withhold further payments or prohibit the GOVERNMENTAL BODY from incurring additional obligations of funds pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the

GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with paragraph 12 hereof. CMAP may determine to allow such necessary and proper costs which the GOVERNMENTAL BODY could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget 2 CFR 200 in effect on the date first above written.

13. Termination.

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
- b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that GOVERNMENTAL BODY is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to GOVERNMENTAL BODY at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of GOVERNMENTAL BODY'S default. If Termination by Default is effected by GOVERNMENTAL BODY, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to GOVERNMENTAL BODY for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by GOVERNMENTAL BODY relating to commitments which had become firm prior to termination.
- d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, GOVERNMENTAL BODY shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by GOVERNMENTAL BODY in performing this Agreement, whether completed or in process.
- e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
- f. In the event GOVERNMENTAL BODY must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.

14. Location of Services. Services to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 4.

15. Allocation of Agreement Funds. The GOVERNMENTAL BODY may spend only those funds which will be reimbursed by both CMAP and the Federal government. This Agreement authorizes the GOVERNMENTAL BODY to spend no more than the limit of compensation as identified in Part 5 Compensation for Services in this Agreement. The GOVERNMENTAL BODY is required to provide the local match as outlined in Part 5 Compensation for Services.

16. Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.

17. **Remedies.** Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
18. **Equal Employment Opportunity.** The GOVERNMENTAL BODY will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the GOVERNMENTAL BODY shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The GOVERNMENTAL BODY shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
19. **Small and Minority Business Enterprise.** In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
20. **Political Activity.** No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
21. **Prohibited Interest.**
 - a. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.
 - b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
 - c. The GOVERNMENTAL BODY warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.
22. **Patents and Copyright Responsibility.**
 - a. The GOVERNMENTAL BODY agrees that any material or design specified by the GOVERNMENTAL BODY or supplied by the GOVERNMENTAL BODY pursuant to this Agreement shall not infringe any patent or copyright and the GOVERNMENTAL BODY shall

be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the GOVERNMENTAL BODY.

b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the GOVERNMENTAL BODY'S promise as contained in paragraph a of this clause, the GOVERNMENTAL BODY shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.

c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102 or to U.S. Office of Management and Budget Circular No. A-21, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The GOVERNMENTAL BODY shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

23. **Conflict of Interest.** In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP as pertains to this agreement. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

24. **Ownership of Documents/Title of Work.** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by the GOVERNMENTAL BODY.

25. **Software.** All software, related computer programs, and source code produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY'S obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP and the GOVERNMENTAL BODY shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

CMAP agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both CMAP and the GOVERNMENTAL BODY.

26. **Publication.** CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to

authorize other material to do so. The GOVERNMENTAL BODY shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.

27. **Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP. All information secured by the GOVERNMENTAL BODY from CMAP in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP.
28. **Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
29. **Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the GOVERNMENTAL BODY'S offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
30. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
31. **Workers' Compensation Insurance.** The GOVERNMENTAL BODY and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
32. **Independent Contractors.** The GOVERNMENTAL BODY'S relationship to CMAP in the performance of this Agreement is that of an independent contractor. The GOVERNMENTAL BODY'S personnel performing work under this Agreement shall at all times be under the GOVERNMENTAL BODY'S exclusive direction and control and shall be employees of GOVERNMENTAL BODY and not employees of CMAP. The GOVERNMENTAL BODY shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
33. **Federal, State and Local Laws.** The GOVERNMENTAL BODY warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
34. **Hold Harmless and Indemnity.** CMAP and GOVERNMENTAL BODY shall indemnify, defend and hold harmless the other Party's officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the other Party, its officers,

directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

35. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** The GOVERNMENTAL BODY must comply with the Illinois Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
36. **International Boycott.** The GOVERNMENTAL BODY certifies that neither the GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
37. **Forced Labor.** The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
38. **Assignment.**
 - a. This Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and the GOVERNMENTAL BODY. Any successor to the GOVERNMENTAL BODY'S rights under this Agreement must be approved by CMAP unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.
 - a. The GOVERNMENTAL BODY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CMAP hereto, provided, however, that claims for money due or to become due to the GOVERNMENTAL BODY from CMAP under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to CMAP.
39. **Subcontracts.**
 - a. Any subcontractors or outside associates or contractors required by the GOVERNMENTAL BODY in connection with the services covered by this Agreement will be subject to the approval of CMAP. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP.
 - b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
 - c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

Part 3: Federal Conditions of Approval

- 1) **Standard Assurances.** The GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. All contracts, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.9.

2) Lobbying.

- d. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee 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, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- e. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- f. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- g. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- h. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3) Unlawful Discrimination. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- a. The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- b. The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- c. The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- d. Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- e. The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- f. The Age Discrimination Act (42 USC 6101 *et seq.*).

- 4) Control of Property. The GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.
- 5) Cost Principles. The GOVERNMENTAL BODY certifies that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E.
- 6) Debarment. The GOVERNMENTAL BODY certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).
- 7) Audit Requirements. The GOVERNMENTAL BODY 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, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).
 - a. Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.
 - b. Single audit. If a non-Federal entity expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.
 - c. Financial Statement Audit. A non-Federal entity that expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.
 - d. Performance Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.
- 8) Drug Free Workplace. If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the

performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

- 9) Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GOVERNMENTAL BODY assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. CMAP's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or CMAP to the GOVERNMENTAL BODY of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.
- 10) Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
- a. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the GOVERNMENTAL BODY assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.
- b. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the GOVERNMENTAL BODY assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.
- 11) Davis-Bacon Act. To the extent applicable, the GOVERNMENTAL BODY will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.
- 12) Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).

As required by OMB, the GOVERNMENTAL BODY certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project;
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - i. Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - iv. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - v. The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - vi. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - vii. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - viii. Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - ix. Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
6. Any other nondiscrimination statute(s) that may apply to the project.
 - i. The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
7. Will comply with all federal environmental standards applicable to the project, including but not limited to:
 - i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - ii. Notification of violating facilities pursuant to Executive Order 11738;
 - iii. Protection of wetlands pursuant to Executive Order 11990;
 - iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - v. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
 - vi. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
 - vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - viii. Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - ix. GOVERNMENTAL BODY will comply with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f");
 - x. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system; and Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.

- 13) Will comply with all other federal statutes applicable to the project, including but not limited to:
- a. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, GOVERNMENTAL BODY:
 - i) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
 - ii) has the necessary legal authority under State and local laws and regulations to comply with:

The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
 - iii) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - iv) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
 - v) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 1. Displaced families or individuals, and
 2. Displaced corporations, associations, or partnerships,
 - vi) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 1. Displaced families and individuals, and
 2. Displaced corporations, associations, or partnerships,
 - vii) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
 - viii) GOVERNMENTAL BODY:
 1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
 - ix) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
 - xi) will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
 - xii) will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
 - xiii) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
 - xiv) will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
 - xv) will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;
 - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and
 - (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public

transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,

- xi. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
 - xii. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
 - xiii. Executive Order 11593, which relates to identification and protection of historic properties;
 - xiv. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
 - xv. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
 - xvi. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
 - xvii. The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
 - xviii. Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
- b. GOVERNMENTAL BODY will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
 - (1) The National Research Act, as amended, 42 U.S.C. 289 et seq., and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.
- 14) Energy Conservation. To the extent applicable, the GOVERNMENTAL BODY and its third party Contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.
- 15) Bribery. The GOVERNMENTAL BODY certifies that it has 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).
- 16) Clean Air and Clean Water Act. The GOVERNMENTAL BODY certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC §1251 et seq.).
- 17) Bid Rigging. The GOVERNMENTAL BODY 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).
- 18) Debt to State. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 19) Education Loan. GOVERNMENTAL BODY certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).
- 20) Eligibility For Employment In The United States. The GOVERNMENTAL BODY shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the GOVERNMENTAL BODY to verify that persons employed by the GOVERNMENTAL BODY are eligible to work in the United States.
- 21) Buy America. As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and

manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

- 22) Dues and Fees. The GOVERNMENTAL BODY certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).
- 22) Pro-Children Act. The CONTACTOR certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 23) Motor Voter Law. The GOVERNMENTAL BODY certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- 24) Health Insurance Portability Act. The GOVERNMENTAL BODY certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.
- 25) Criminal Convictions. The GOVERNMENTAL BODY certifies that neither it nor any managerial agent of Grantee 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. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 26) Illinois Use Tax. The GOVERNMENTAL BODY certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- 27) Environmental Protection Act Violations. The GOVERNMENTAL BODY certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- 28) Goods From Child Labor Act. The GOVERNMENTAL BODY certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).
- 29) Federal Funding Accountability and Transparency Act of 2006. The GOVERNMENTAL BODY certifies that it is in compliance with the terms and requirements of 31 USC 6101
- 30) False or Fraudulent Statements or Claims. The GOVERNMENTAL BODY acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to CMAP in connection with this Agreement, CMAP reserves the right to impose on the GOVERNMENTAL BODY the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as CMAP may deem appropriate. GOVERNMENTAL BODY agrees to include this clause in all state and federal assisted contracts and subcontracts.

- 31) Changed Conditions Affecting Performance. The GOVERNMENTAL BODY shall immediately notify CMAP of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- 32) Third Party Disputes or Breaches. The GOVERNMENTAL BODY agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the GOVERNMENTAL BODY. The GOVERNMENTAL BODY will notify FTA or U.S. DOT and the CMAP of any current or prospective major dispute pertaining to a third party contract. If the GOVERNMENTAL BODY seeks to name CMAP as a party to the litigation, the GOVERNMENTAL BODY agrees to inform both FTA or U.S. DOT and CMAP before doing so. CMAP retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the CMAP, the GOVERNMENTAL BODY will credit Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the CMAP's immunity to suit.
- 33) Fly America. The GOVERNMENTAL BODY will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- 34) Non-Waiver. The GOVERNMENTAL BODY agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed as a waiver by CMAP of any breach by the GOVERNMENTAL BODY of any terms of this Agreement or any default on the part of the GOVERNMENTAL BODY which may then exist; and any action, including the making of a payment by CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.
- 35) Preference for Recycled Products. To the extent applicable, the GOVERNMENTAL BODY agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- 36) Cargo Preference. Use of United States Flag Vessels. The GOVERNMENTAL BODY agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- 37) Performance measurement. The GOVERNMENTAL BODY must relate financial data of this AGREEMENT to its performance accomplishments. Further, the GOVERNMENTAL BODY must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.
- 38) Project closeout. Pursuant to CFR Part 200.343 thru 200.345, the GOVERNMENTAL BODY must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 5 and 6, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, the GOVERNMENTAL BODY agrees that the project should then be closed no later than 360 days after receipt and acceptance by CMAP of all required final reports.
- 39) Certification Regarding Annual Fiscal Reports or Payment Vouchers. The GOVERNMENTAL BODY agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are

proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the GOVERNMENTAL BODY, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

All of the requirements listed in Part 3, paragraphs 1 through 39 apply to the federally funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

Part 4: Scope of Work/Responsibilities

Project Title	Sub-Regional Transportation Planning, Programming, and Management
Sponsoring Agency	Council of Mayors/McHenry County
Federal Amount Requested	\$105,701.07
Local Match Amount	\$26,425.27
Total Project Cost (Local Match Amount must be at least 20% of Total Project Cost)	\$132,126.34

<p>Description and Justification</p> <p>Brief Description (please provide information so that all relevant Committee, CMAP/MPO Policy Board members, and the public are able to understand the general scope and goals of the project. This information will showcase your project in future documentation, including the UWP Document)</p> <p>To provide for strategic participation by local officials in the region's transportation process as required by the FAST Act, the Regional Planning Act, and further legislation. To support the Council of Mayors by providing program development, monitoring and active management of STP, CMAQ, TAP, SRTS, BRR, HPP, ITEP and other programs as needed, general liaison services, technical assistance and communication assistance. To assist CMAP, as the Metropolitan Planning Organization for the Chicago region, in meeting Federal transportation planning requirements including development of a Long-Range Transportation Plan, Transportation Improvement Program, and Congestion Management System.</p>
<p>Major Tasks (up to 20)</p> <ol style="list-style-type: none"> 1. Communication and Public Involvement 2. Regional Planning Support and Technical Assistance 3. Program Development- Surface Transportation Program 4. Program Monitoring and Active Program Management 5. Contract and General Administrative Support
<p>Core Justification (How are the tasks and products for this project aligned with core MPO responsibilities? Does it serve to close any existing gaps in the process?)</p> <p>The Planning Liaison (PL) program provides a direct link between municipalities, counties, CMAP, IDOT and other partner agencies working to accomplish core MPO activities. PLs directly manage federally funded projects sponsored by local governments in the TIP, actively participate in the implementation of ON TO 2050, assist with air quality conformity and provide/promote local government involvement in all CMAP activities.</p>

Core Justification (please identify at least one principal of the regional priorities outline in [ON TO 2050](#) associated with this project and/or the required MPO activities. If there is more than one, please list the main principal first.)

Leveraging the Transportation System to Promote Inclusive Growth. Planning work toward continual implementation of ON TO 2050 major capital projects, including supportive land use. Local technical assistance and the formation of collaborative planning efforts.

Is this project a continuation of previous work? If so, please explain.
The PL Program is a continuous program.

Who will benefit from the interim or final products of this project?
The region's municipalities, counties, and transportation agencies and the constituents of these bodies.

What is the source of funds for the local match portion of this project?
Each Council provides matching funds from their operating budget. The Council budgets are typically funded by local governments.

Products and Completion Schedule (New Quarterly Reporting Requirement under Bureau of Business Services (BOBs 2832))		
Name of Product	Product Type	Completion Date* (Provide actual dates or quarter in which completed)
Quarterly Report	Narrative and fund expenditures	Quarterly
Annual Report	Report	Q4
Calendar of Council Meetings	Website Calendar	Ongoing
Council meeting agendas, materials, and minutes	Website and distributed	Ongoing
Council Website/Web Pages	Website	Ongoing
Council Newsletters and Emails	To Members	Ongoing
Program and funding information for Council members	To Members, Website	Ongoing
Attend CMAP trainings	Meetings	Ongoing
Training opportunity announcements	Meetings	Ongoing

Summaries of meetings, conferences, trainings, procedural changes, new or updated regulations, and other appropriate information	Memos Internal	Ongoing
Staff recommended active and contingency programs	Report	Q1
Summary of public comments on the local program and responses to those comments	Report	Q2
Approved local STP active and contingency programs and associated TIP amendments	Report	Q2
Local STP program updates	Report	Quarterly
TIP amendments and modifications that ensure complete and updated project information in eTIP	In eTIP database	Ongoing
Complete funding applications for calls for projects issued through the eTIP database	In eTIP database	Ongoing
Project updates for all locally implemented projects utilizing state and/or federal funding	Internal and external reports or spreadsheets	Ongoing

Performance Measure Completion Schedule (New Quarterly Reporting Requirement under BOBs 2832)		
Name of Performance Measure	Quantitative Method of Tracking Progress	Completion Date* (Provide actual dates or quarter in which completed)
Regional Planning Support	Number of CMAP Board, CMAP Transportation, MPO Policy Committee, and Planning Liaison meetings attended quarterly	Q1, Q2, Q3, Q4
Active Program Management of Locally Sponsored Programs	% of TIP changes submitted during open amendments vs. TIP changes submitted between amendments	Q1, Q2, Q3, Q4

***Updates on Performance Measures listed should be provided within the Quarterly Report narrative provided to CMAP.**

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Expense Breakdown

Council: McHenry County Council						

Personnel	July 2022 - November 2022			December 2022 - June 2023		
	Hourly Rate	Hours	Total	Hourly Rate	Hours	Total
Planning Liaison	\$44.51	728	\$32,403.28	\$46.29	1056	\$48,882.66
Communication and Public Involvement		109			158	
Regional Planning Support/Tech Asst		218			316	
Program Development - STP		146			212	
Program Monitoring and APM		182			264	
Administrative/General Contract Support		73			106	
Ryan Peterson, Transportation Planner	\$45.05	60	\$2,703.00	\$46.85	85	\$3,982.42
Communication and Public Involvement		10			43	
Regional Planning Support/Tech Asst		5			21	
Program Development - STP		0			0	
Program Monitoring and APM		0			0	
Administrative/General Contract Support		5			21	
Jon Paul Diipla, Planning Manager, and MCCON	\$70.76	130	\$9,198.80	\$73.59	190	\$13,982.18
Communication and Public Involvement		25			37	
Regional Planning Support/Tech Asst		45			66	
Program Development - STP		30			44	
Program Monitoring and APM		20			29	
Administrative/General Contract Support		10			15	
Total, Personnel, each segment			\$44,305.08			\$66,847.26
Total, Personnel full SFY						\$111,152.34

Rent/Mortgage/Office Space						\$0.00
Total, Rent/Mortgage/Office Space						\$0.00

Utilities/Maintenance	July 2021 - June 2022					
Office Phone						\$0.00
Internet						\$0.00
Gas						\$0.00
Electric						\$0.00
Water						\$0.00
Cleaning						\$0.00
Property Maintenance						\$0.00
Total, Utilities/Maintenance						\$0.00

Travel	July 2021 - June 2022					
Parking						\$100.00
Mileage						\$400.00
Transit Fare						\$1,000.00
Tolls						\$100.00
Meals/Per Diem (Out of Region)						\$500.00
Total, Travel						\$2,100.00

Professional Development	July 2021 - June 2022					
Professional Dues - PL						\$300.00
Professional Dues - Jazmin Vega						\$300.00
Professional Dues - Scott Hennings						\$668.00
Professional Dues - Jon Paul Diipla						\$600.00
Subscription						\$100.00
Periodicals						\$100.00
Conference Reg Fees						\$4,520.00
Conference Hotel						\$1,500.00
Conference Transportation						\$1,800.00
Tuition - Degree Based						\$0.00
Tuition/Fees Organization Class						\$0.00
						*this can include fees for classes such as GIS Trai
Total, Professional Development						\$9,888.00

Equipment	July 2021 - June 2022					
Miovision						\$4,000.00
iPads service costs						\$1,000.00
General Equipment						\$500.00
General Supplies						\$250.00
Zoom License						\$180.00

Part 5. Compensation for Services/Terms of Agreement

Federal Funds	\$105,701.07	80%
Subtotal	\$105,701.07	
Local Match Provided Through the GOVERNMENTAL BODY	\$ 26,425.27	20%
Subtotal	\$ 26,425.27	
CONTRACT TOTAL	\$132,126.34	

[This section intentionally left blank]

Part 6. FTA CERTIFICATION REGARDING LOBBYING

FTA CERTIFICATION REGARDING LOBBYING
(49 CFR PART 20)

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [GOVERNMENTAL BODY] certifies, to the best of his or her knowledge and belief, that:

(1) 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The GOVERNMENTAL BODY, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the GOVERNMENTAL BODY understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of GOVERNMENTAL BODY's Authorized Official

Date

Name and Title of GOVERNMENTAL BODY's Authorized Official:

PART 7: Agreement Award Notification of Federal Funds

Amount of Federal funds: \$105,701.07

Federal Award Identification Number (FAIN): FLQP(353)

Name of Project: 3-C Transportation Activities

CFDA Number, Federal Agency, Program Title: 20.205, Federal Highway Administration, Illinois Highway Planning and Construction

CFSA Number: 494-00-1009/494-00-1437

SAIN: 1009-40494

**ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL
OMB-CIRCULAR A-133/2 CFR Section 200.51(c)(4)**

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133/2 CFR Section 200.51(c)(4) applies to your organization, submit the certification or a copy of your OMB A-133/2 CFR Section 200.51(c)(4) single audit to CMAP at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO CMAP WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4), *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$750,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4). The Chicago Metropolitan Agency for Planning (CMAP) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by CMAP. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133/2 CFR Section 200.51(c)(4) and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to CMAP on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 (or the current OMB Circular A-133/2 CFR Section 200.51(c)(4) qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4) and submit a copy of the report to CMAP within the

earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

This is an annual requirement for every year in which you expended funds for this project.

2. If your agency did not expend \$750,000 (or the current OMB Circular A-133/2 CFR Section 200.51(c)(4)) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for projects costs and were not required to conduct a single audit, you must complete and return the certification statement.

This is an annual requirement for every year in which you expended funds for this project.

3. If your agency receives multiple awards from CMAP, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133/2 CFR Section 200.51(c)(4) single audit or the Single Audit Not Required Certification to:

accounting@cmap.illinois.gov

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements)
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4).

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable.
2. Management Letter, if applicable.
3. Status of Prior Year Findings, if applicable.

NOTICE

- **Do not submit this certification to CMAP with your signed contract.**
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. If does not apply to for-profit public or private entities.
- If OMB Circular A-133/2 CFR Section 200.51(c)(4) applies to your organization, this certification or a copy of your OMB Circular A-133/2 CFR Section 200.51(c)(4) single audit must be submitted to CMAP at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

Single Audit Not Required Certification

I certify that _____ did not expend \$750,000 or more in federal awards in our fiscal year _____ and was not required to have a single audit conducted.

Signature

Title

Subrecipient Contact Information

Subrecipient: _____

Contact Person: _____ Title: _____

Address: _____ Phone No. _____

Fax No. _____

Fiscal Year End: _____

Email address: _____

Attachment 2

Electronic Billing Information

Transfer of funds will be made electronically. GOVERNMENTAL BODY certifies to the following information:

Bank Name: _____

Telephone No.: _____

Account No.: _____

Bank ACH Routing No.: _____

GOVERNMENTAL BODY email address for confirmation:

Return this completed form to:

Accounting@cmap.illinois.gov

MCHENRY COUNTY COUNCIL OF MAYORS

RESOLUTION NUMBER: R23-001

APPROVED DATE: July 21, 2023

**A RESOLUTION OF INTENT AND CONCURRENCE REGARDING THE DISPOSITION OF FY2023
FEDERAL TRANSPORTATION PLANNING FUNDS AND PROFESSIONAL STAFF ASSISTANCE TO
THE MCHENRY COUNTY COUNCIL OF MAYORS**

WHEREAS, the McHenry County Council of Mayors are duly elected local officials as defined in the Federal Highway Acts of 1970, 1973, and 1976, the Surface Transportation Assistance Acts of 1978, 1982, 1987, the Intermodal Surface Transportation Efficiency Act of 1991, the Transportation Equity Act for the 21st Century of 1998, the Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users of 2005, Moving Ahead for Progress in the 21st Century of 2012 and Fixing America's Surface Transportation Act of 2015, the Infrastructure Investment and Jobs Act of 2021, and represent a total of twenty-nine government agencies in McHenry County, being twenty-eight municipalities and the County of McHenry; and

WHEREAS, McHenry County Council of Mayors receives an allocation of federal transportation planning funds to support professional planning staff, to provide effective liaison with the various regional transportation agencies, to provide professional technical assistance to local units of government and the County of McHenry, to develop and administer the Surface Transportation Program, and to perform transportation planning activities; and

WHEREAS, McHenry County Council of Mayors is desirous of continuing to receive professional transportation planning assistance and requests that the County of McHenry, through the McHenry County Division of Transportation, retain a transportation planning professional to provide said assistance; and

WHEREAS, the Chicago Metropolitan Agency for Planning (hereinafter CMAP) has mandated certain required work tasks to be undertaken to be eligible to receive Federal Transportation Planning Funds; and

WHEREAS, to accomplish said work tasks in a timely and effective manner the McHenry County Division of Transportation is willing to provide said professional and technical assistance to the McHenry County Council of Mayors;

NOW, THEREFORE BE IT RESOLVED, that the McHenry County Council of Mayors hereby agrees to reallocate its FY 2023 Federal Transportation Planning Funds and makes said funds available to the McHenry County Division of Transportation to provide the professional and technical transportation assistance needed to perform such work tasks and responsibilities included in the FY 2023 Planning Liaison Scope of Services as may be required by CMAP;

EXHIBIT "A"

BE IT FURTHER RESOLVED, that the Federal Transportation Planning Funds to be used for said professional and technical transportation assistance may be utilized in a manner acceptable to the McHenry County Division of Transportation and CMAP to accomplish said required work tasks and responsibilities;

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the McHenry County Director of Transportation/County Engineer and the Executive Director of CMAP to make them aware of the desires and intentions of the McHenry County Council of Mayors.

APPROVED this 21st day of July in Woodstock, Illinois.

Richard Mack
Chair
McHenry County Council of Mayors
and
Village President, Village of Ringwood

FFY 2023 - October 1, 2022 thru September 30, 2023											
TIP #	Project Name	Agency	Project Phase	Match Amount	Programmed STP	Phase Total	STP Funding Increase Request	Authorization Deadline	Target Letting/ Auth Date	Project Type	
11-21-0004	Four Seasons Blvd/Sullivan Lake	Lakemoor	E1	\$55,800	\$43,000	\$98,800	none	3/31/2023	8/2022	Roadway & Intersection	
11-20-0014	Diggins Street	Harvard	E2	\$4,284	\$38,556	\$42,840	none	4/30/2024	3/8/2024	Resurfacing	
11-21-0005	Pingree Road	Lake in the Hills	CON/CE	\$53,162	\$212,649	\$265,811	none	3/17/2023	3/17/2023	Resurfacing	
11-21-0006	Riverside Drive	Johnsburg	CON/CE	\$903,700	\$1,500,000	\$2,403,700	N/A - maxed out	9/22/2023	9/22/2023	Resurfacing	
11-20-0014	Diggins Street	Harvard	CON/CE	\$59,976	\$471,240	\$531,216	none	4/30/2024	4/26/2024	Resurfacing	
11-21-0004	Four Season Blvd/Sullivan Lake	Lakemoor	E2	\$55,800	\$43,000	\$98,800	none	9/30/2023	8/2022	Roadway & Intersection	
11-22-0003	Three Oaks/Sands	Crystal Lake	CON/CE	\$1,250,000	\$1,500,000	\$2,750,000	N/A - maxed out	4/30/2024	4/26/2024	Roadway & Intersection	
11-20-0015	Howe/Wonder Lake Road	Greenwood	E2	\$0	\$0	\$0	Returning \$21,115	9/30/2023	N/A	Resurfacing	
11-22-0026	Marengo Road	Harvard	E1	\$60,000	\$75,000	\$135,000	none	9/30/2023	7/2023	Resurfacing	
11-21-0007	Green Street	McHenry	CON/CE	\$48,419	\$91,919	\$140,338	\$91,919	N/A	11/2022	Resurfacing	
11-22-0037	Raffel Road	Woodstock	CON/CE	\$325,923	\$1,303,690	\$1,629,613	\$827,317	4/30/2024	3/8/2024	Resurfacing	
CONTINGENCY	South Street	Woodstock	CON/CE	\$285,788	\$0	\$1,917,762	\$1,631,974				
TOTALS					\$5,236,054						
FFY23 Allotment:		\$5,005,964	Carryover from FY22:	\$251,205	FFY23 Mark:	\$5,257,169	Left Over \$:	\$21,115			

FFY 2024 - October 1, 2023 thru September 30, 2024											
TIP #	Project Name	Agency	Project Phase	Match Amount	Programmed STP	Phase Total	STP Funding Increase Request	Authorization Deadline	Target Letting/ Auth Date	Project Type	
11-21-0004	Four Seasons Blvd/Sullivan Lake	Lakemoor	CON/CE	\$795,632	\$448,568	\$1,244,200	none	9/30/2024	3/2024	Roadway & Intersection	
11-20-0015	Howe/Wonder Lake Road	Greenwood	CON/CE	\$21,455	\$171,649	\$193,095	Returnings \$102,320	9/30/2024	3/2024	Roadway & Intersection	
11-21-0003	Prospect Street	Marengo	CON/CE	\$760,000	\$1,440,000	\$2,200,000	Request for \$60k	9/30/2024	3/2024	Resurfacing	
11-21-0012	Winn Road	Spring Grove	CON/CE	\$332,500	\$1,330,000	\$1,662,500	none	9/30/2024	1/2024	Resurfacing	
11-21-0009	Bull Valley Road	McHenry	CON/CE	\$65,535	\$262,139	\$327,674	none	9/30/2024	1/2024	Resurfacing	
11-18-0005	Randall Road North	County of McHenry	CON/CE	\$50,000,000	\$1,253,491	\$51,253,491	none	9/30/2024	3/2024	Roadway & Intersection	
CONTINGENCY	Miller Road	Lake in the Hills	CON/CE	\$895,840	\$0	\$1,119,840	\$ 895,840				
CONTINGENCY	Riverside Drive	McHenry	E1	\$12,000	\$0	\$24,000	\$ 12,000				
CONTINGENCY	Crystal Lake Road	Lake in the Hills	CON/CE	\$135,375	\$0	\$67,675	\$ 541,500				
TOTALS					\$4,905,838						
FFY24 Allotment:		\$5,097,763	Carryover from FY23:	\$0	FFY24 Mark:	\$5,097,763	Left Over \$:	\$191,925			

FFY 2025 - October 1, 2024 thru September 30, 2025											
TIP #	Project Name	Agency	Project Phase	Match Amount	Programmed STP	Phase Total	STP Funding Increase Request	Authorization Deadline	Target Letting/ Auth Date	Project Type	
11-21-0010	Kreutzer Road	Huntley	CON/CE	\$4,770,000	\$1,500,000	\$6,270,000	N/A - maxed out	9/30/2025	11/2024	Roadway & Intersection	
11-21-0011	Johnsburg Road	Johnsburg	CON/CE	\$375,000	\$1,500,000	\$1,875,000	N/A - maxed out	9/30/2025	4/2025	Resurfacing	
11-22-0026	Marengo Road	Harvard	E2	\$72,000	\$90,000	\$162,000	none	9/30/2025	Q1, 2025	Resurfacing	
11-22-0029	First Street	Cary	CON/CE	\$263,500	\$1,054,000	\$1,317,500	none	9/30/2025	Q1, 2025	Resurfacing	
11-22-0030	Barreille Road	McHenry	E1	\$12,000	\$12,000	\$24,000	none	9/30/2025	Q1, 2025	Resurfacing	
11-22-0034	West Wonder Lake Road	Wonder Lake	CON/CE	\$180,583	\$722,328	\$902,911	none	9/30/2025	Q1, 2025	Resurfacing	
CONTINGENCY	Lakewood Road	McHenry County	CON/CE	\$0	\$0	\$16,298,700	\$ 1,500,000				
CONTINGENCY	Riverside Drive	McHenry	E2	\$25,000	\$0	\$50,000	\$ 25,000				
TOTALS					\$4,878,328						
FFY25 Allotment:		\$5,186,730	Carryover from FY24:	\$0	FFY25 Mark:	\$5,186,730	Left Over \$:	\$308,402			

FFY 2026 - October 1, 2025 thru September 30, 2026											
TIP #	Project Name	Agency	Project Phase	Match Amount	Programmed STP	Phase Total	STP Funding Increase Request	Authorization Deadline	Target Letting/ Auth Date	Project Type	
11-22-0026	Marengo Road	Harvard	CON/CE	\$165,000	\$1,320,000	\$1,485,000	none	9/30/2026	9/2025	Resurfacing	
11-22-0027	Ballard Road	Lakewood	CON/CE	\$267,468	\$1,069,873	\$1,337,341	none	9/30/2026	Q1, 2026	Resurfacing	
11-22-0028	Queen Ann Road	Bull Valley	CON/CE	\$178,542	\$714,170	\$892,712	none	9/30/2026	Q1, 2026	Resurfacing	
11-22-0030	Barreille Road	McHenry	E2	\$30,000	\$30,000	\$60,000	none	9/30/2026	Q1, 2026	Resurfacing	
11-22-0031	Boyer Road	Algonquin	CON/CE	\$1,018,000	\$1,500,000	\$2,518,000	N/A - maxed out	9/30/2026	11/2025	Roadway & Intersection	
11-22-0032	Maple Street	Marengo	E2	\$35,000	\$35,000	\$70,000	none	9/30/2026	Q1, 2026	Roadway & Intersection	
11-22-0038	Winn Road/East Solon Road	Spring Grove	CON/CE	\$160,140	\$607,936	\$768,076	none	9/30/2026	Q1, 2026	Resurfacing	
CONTINGENCY	County Line Road	Algonquin	CON/CE	\$1,360,800	\$0	\$1,701,000	\$ 136,800				
CONTINGENCY	Riverside Drive	McHenry	CON/CE	\$132,840	\$0	\$132,840	\$ 531,361				
TOTALS					\$5,276,979						
FFY26 Allotment:		\$5,276,979	Carryover from FY25:	\$0	FFY26 Mark:	\$5,276,979	Left Over \$:	\$0			

FFY 2027 - October 1, 2026 thru September 30, 2027											
TIP #	Project Name	Agency	Project Phase	Match Amount	Programmed STP	Phase Total	STP Funding Increase Request	Authorization Deadline	Target Letting/ Auth Date	Project Type	
11-22-0030	Barreille Road	McHenry	CON/CE	\$177,477	\$709,906	\$887,383	none	9/30/2027	Q1, 2027	Resurfacing	
11-22-0032	Maple Street	Marengo	CON/CE	\$224,000	\$896,000	\$1,120,000	none	9/30/2027	Q1, 2027	Roadway & Intersection	
11-22-0033	Ringwood Road/Fox Lake Road	Johnsburg	CON/CE	\$860,245	\$1,500,000	\$2,360,245	N/A - maxed out	9/30/2027	Q1, 2027	Resurfacing	
11-22-0035	Frank Road	Lake in the Hills	CON/CE	\$667,000	\$1,500,000	\$2,167,000	N/A - maxed out	9/30/2027	Q1, 2027	Roadway & Intersection	
11-22-0036	Barreille Road	Prairie Grove	CON/CE	\$173,393	\$693,572	\$866,965	none	9/30/2027	Q1, 2027	Resurfacing	
TOTALS					\$5,299,478						
FFY27 Allotment:		\$5,368,798	Carryover from FY26:	\$0	FFY27 Mark:	\$5,368,798	Left Over \$:	\$69,320			

Approved:
Revised: 7/14/2023