



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

February 29, 2016

Ms. Teresa Powell  
Village Clerk  
123 Madison Street  
Oak Park, Illinois 60302

Subject: Village: Oak Park  
Section: 13-00256-00-PV  
Project: TCSP-IL12(102)  
Job: C-91-300-13  
Joint Agreement

Dear Ms. Powell:

The department executed the subject agreement on February 18, 2016.  
A copy is enclosed.

Sincerely,


Salmon O. Danmole, P.E.  
Acting Engineer of Local Roads and Streets

A handwritten signature in cursive script, reading "Gregory S. Lupton".

By: Gregory S. Lupton, P.E.  
Acting Local Project Implementation Engineer

Enclosure

cc: Anan Abu-Taleb, Village President  
John Fortmann Attn: Christopher Holt - District 1  
Jeff South  
Roxy Heck, Attn: Project Control  
Timothy P. Kell, Interim Attn: Beth Killam

 <b>Illinois Department of Transportation</b> <b>Local Public Agency Agreement for Federal Participation</b>	Local Public Agency Village of Oak Park	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 13-00256-00-PV	Fund Type TCSP/STU	ITEP, SRTS, or HSIP Number(s) N/A		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-300-13	TCSP-IL12(102)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

#### Location

Local Name South Boulevard Route MS 3036 Length 0.12Mi  
Termini Harlem Avenue (Illinois Route 43) to Marion Street

Current Jurisdiction LPA TIP Number 04-12-0018 Existing Structure No N/A

#### Project Description

This project involves the reconstruction of South Boulevard including streetscape, brick pavers, sidewalk ornamental lighting, and other amenities. The project will also include watermain, storm and sanitary sewers construction and rehabilitation, and traffic signals.

#### Division of Cost

Type of Work	TCSP	%	STU	%	LPA	%	Total
Participating Construction	966,365	( * )		( )	633,768	( BAL )	1,600,133
Participating Construction		( )	300,000	( ** )	75,000	( BAL )	375,000
Non-Participating Construction		( )		( )	787,000	( 100 )	787,000
Construction Engineering	160,875	( * )		( )	40,219	( BAL )	201,094
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials							
<b>TOTAL</b>	<b>\$ 1,127,240</b>		<b>\$ 300,000</b>		<b>\$ 1,535,987</b>		<b>\$ 2,963,227</b>

\* Maximum FHWA (TCSP) participation 80% not to exceed \$1,127,240. \*\* Maximum FHWA (STU) participation 80% not to exceed \$300,000.

Non-participating items include sewer, watermain, and pavements in areas adjacent to parking meters.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

#### Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

#### Method of Financing (State Contract Work Only)

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

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

**THE LPA AGREES:**

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:  
 Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.  
 Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.  
 Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.  
 Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

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

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

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#### ADDENDA

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

Number 1- Location Map      Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

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

#### APPROVED


Local Public Agency

Cara Pavlicek

Name of Official (Print or Type Name)

Village Manager

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

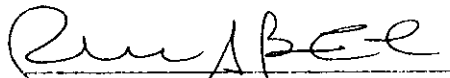
 12/10/15  
(Signature) Date


The above signature certifies the agency's TIN number is  
36-6006027 conducting business as a Governmental  
Entity.


DUNS Number 02-094-7966


#### APPROVED

State of Illinois, Department of Transportation

 2/18/16  
Randall S. Blankenhorn, Secretary Date

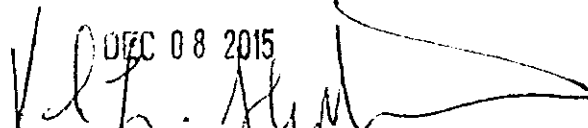
 2/10/16  
Orner Osman, Director of Highways Date

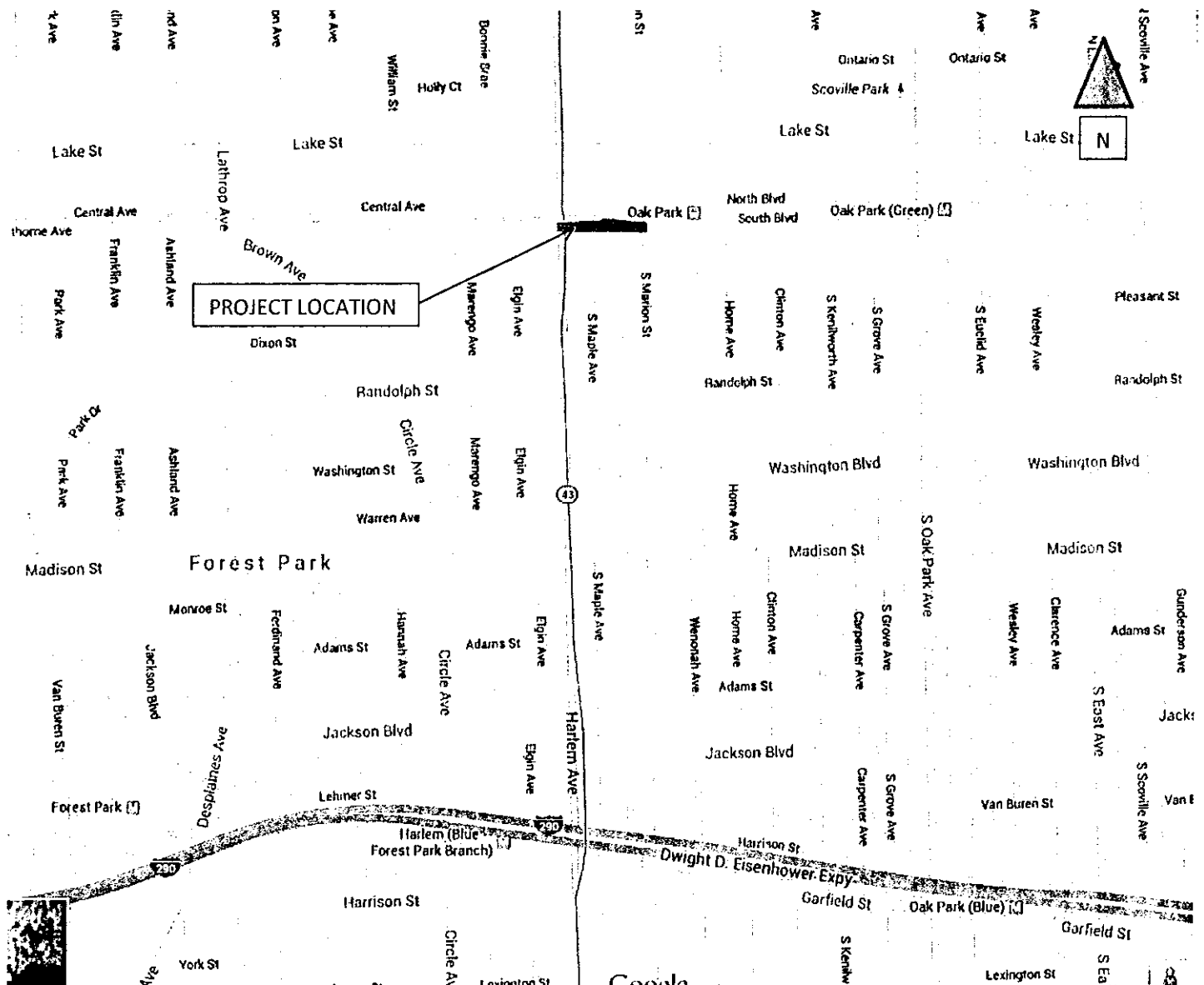
 2/10/16  
William M. Barnes, Chief Counsel Date

 2/11/16  
Jeff Heck, Chief Fiscal Officer (CFO) Date

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

REVIEWED AND APPROVED  
AS TO FORM

 DEC 08 2015  
LAW DEPARTMENT



## LOCATION MAP

City of Oak Park

South Boulevard

Illinois Route 43 to Marion Street

Section Number 13-00256-00-PV

# ORIGINAL

## RESOLUTION

### **A RESOLUTION AUTHORIZING LOCAL FUNDING FOR THE FEDERALLY FUNDED SOUTH BOULEVARD STREETScape PROJECT, MFT SECTION NUMBER 13-00256-00-PV**

**WHEREAS**, the Village of Oak Park ("Village") seeks to improve a segment of South Boulevard from Harlem Avenue to Marion Street that is approximately 0.12 miles in length known as MFT Section Number 13-00256-00-PV ("Project"); and

**WHEREAS**, the cost for the Project has necessitated the use of federal funds and the federal fund source requires a local match.

**NOW THEREFORE, BE IT RESOLVED** by the President and Board of Trustees Village of Oak Park, Cook County, State of Illinois, in the exercise of their home rule powers, that the Village hereby appropriates its share of the Project costs, which total One Million Four Hundred Ninety Five Thousand Seven Hundred Sixty Eight Dollars (\$1,495,768.00), or as funds may be needed to fund the Village's total share of the Project; and

**BE IT FURTHER RESOLVED** that the Village Clerk is hereby directed to transmit three certified copies of this Resolution to the Illinois Department of Transportation through the Division of Transportation.

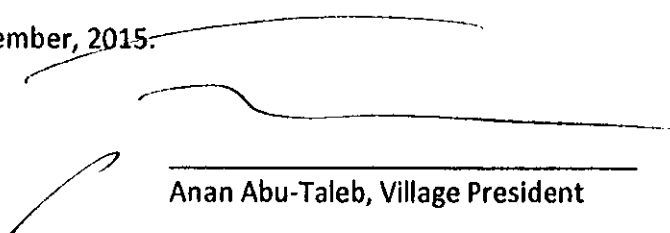
**THIS RESOLUTION** shall be in full force and effect from and after its adoption and approval as provided by law.

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

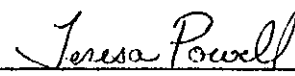
ADOPTED this 7<sup>th</sup> day of December, 2015 pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Barber	✓			
Trustee Brewer	✓			
Trustee Lueck	✓			
Trustee Ott	✓			
Trustee Salzman	✓			
Trustee Tucker	✓			

APPROVED this 7<sup>th</sup> day of December, 2015.

  
Anan Abu-Taleb, Village President

ATTEST

  
Teresa Powell, Village Clerk

STATE OF ILLINOIS     )  
                                      ) ss.  
COUNTY OF COOK     )

**CERTIFICATE**

I, Teresa Powell, Village Clerk of the Village of Oak Park, County of Cook, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Village of Oak Park Resolution No. 15-506, "A RESOLUTION AUTHORIZING LOCAL FUNDING FOR THE FEDERALLY FUNDED SOUTH BOULEVARD STREETScape PROJECT, SECTION NUMBER 13-00256-00-PV," which was adopted by the corporate authorities of the Village of Oak Park on December 7, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Oak Park, Illinois aforesaid, at the said Village, in the County of Cook, State of Illinois, on December 7, 2015.

  
\_\_\_\_\_  
Teresa Powell, Village Clerk

(SEAL)

ADDENDUM #3

An addendum to the Local Agency Agreement  
Village of Oak Park  
FAP 348 / South Boulevard at Harlem Avenue (IL43)  
Section No.: 13-00256-00-PV  
Project No.: TSCP-IL12(102)  
Job No.: C-91-300-13  
Cook County

CHANGES IN "AGREEMENT PROVISIONS"  
UNDER "IT IS MUTUALLY AGREED":

The following items are added:

7. All traffic control equipment to be used in the traffic signal work included herein must be approved by the STATE prior to its installation. The STATE must be notified a minimum of seven (7) working days prior to the final inspection. Final inspection of the signalized intersection will be made by a representative of the STATE, and, if satisfactory, authorization for turn on will be given.
8. Upon acceptance of the traffic signal by the STATE the financial responsibility for maintenance and electrical energy for the operation of the traffic signal at the intersection shall be proportioned as follows:

	MAINTENANCE	ELECTRICAL ENERGY
South Boulevard at Harlem Avenue	100%-State	100%-State

and remain a part of the Master Agreement executed between the Village of Oak Park and the STATE on July 1, 2011.

9. The actual maintenance of traffic signals at the above intersections will be performed by the STATE with its own forces or through ongoing contractual agreement.
10. The financial responsibility for the maintenance of the "Emergency Vehicle Preemption" equipment at the signalized intersection above shall be borne by the Village of Oak Park.
11. The STATE retains the right to control the sequence and timing of the traffic signals and interconnect.
12. Payment by the STATE of any or all of its share of maintenance is contingent upon the STATE receiving adequate funds in its annual appropriation.
13. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the signalized intersection which requires modernization or reconstruction to said traffic signal then the Village of Oak Park agrees to be financially responsible for all costs to relocate or reconstruct the emergency vehicle pre-emption equipment with the STATE's proposed improvement.

All provisions, conditions, restrictions and requirements of this agreement shall be binding upon and inure to the benefit of the successors, assigns, administrators, executors or heirs of the parties hereto.

ORIGINAL

RES 15-505\_AC\_120715

**RESOLUTION**

**A RESOLUTION APPROVING A REVISED LOCAL PUBLIC AGENCY  
AGREEMENT FOR FEDERAL PARTICIPATION WITH THE STATE OF ILLINOIS  
FOR THE CONSTRUCTION OF THE SOUTH BOULEVARD STREETSCAPING  
PROJECT AND AUTHORIZING ITS EXECUTION**

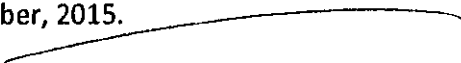
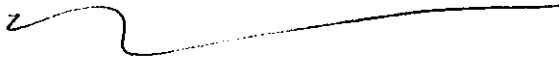

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, in the exercise of their home rule powers, that the Revised Local Public Agency Agreement for Federal Participation with the State of Illinois for the construction of the South Boulevard Streetscaping Project is approved, and the Village Manager is authorized to execute the Agreement in substantially the form attached.

**THIS RESOLUTION** shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 7<sup>th</sup> day of December, 2015 pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Barber	✓			
Trustee Brewer	✓			
Trustee Lueck	✓			
Trustee Ott	✓			
Trustee Salzman	✓			
Trustee Tucker	✓			

**APPROVED** this 7<sup>th</sup> day of December, 2015.

  
  
 Anan Abu-Taleb, Village President

**ATTEST**

  
Teresa Powell, Village Clerk