Village of Algonquin
Committee of the Whole
October 21, 2025
7:45 PM
Ganek Municipal Center
2200 Harnish Drive, Algonquin

Trustee Brehmer
Trustee Auger
Trustee Spella
Trustee Glogowski
Trustee Dianis
Trustee Smith
President Sosine

1. **Roll Call - Establish a Quorum**
2. **Public Comment - Audience Participation**
   (Persons wishing to address the Committee must register with the Chairperson prior to roll call.)
3. **Community Development**
4. **General Administration**
   A. Consider the Approval for the Recreation Department's 2026 Spring Events
   B. Consider an Ordinance Amending the FY 2025 - 2026 Annual Budget
   C. Consider an Ordinance Amending Chapter 6A, Water and Sewer Department, and Appendix B, Penalty, Salary, Bonds and Fees of the Algonquin Municipal Code
5. **Public Works & Safety**
   A. Consider a Resolution to Approve a Local Public Agency Agreement for Federal Participation of the Boyer Road Improvement Project
6. **Executive Session, if Required**
7. **Other Business**
8. **Adjournment**

Village of Algonquin

The Gem of the Fox River Valley

M E M O R A N D U M

TO: Tim Schloneger, Village Manager
FROM: Stacey VanEnkevort, Recreation Director
DATE: October 6, 2025
SUBJECT: Algonquin Recreation Spring Events | Request for Approval

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The Recreation Department is preparing for the upcoming Spring events in Algonquin. These two events are both annual events and encourage participants to come to Algonquin and enjoy what the Village has to offer.

<u>Schedule of Events</u>

1. **Algonquin Egg Hunt** – Saturday, March 28 located in Algonquin Lakes Park. Hunt kicks off at 10:00am
   Summary: This will be our annual Egg Hunt, with visiting the Bunny and local sponsors.
2. **Touch a Truck Event** – Saturday, May 2 located at our Public Works Facility from 10:00-1:00pm
   Summary: This is a repeat of our Annual Touch a Truck and due to a highly successful event will once again be held at Public Works with the 10:00-11:00am hour being a Sensory Friendly Hour

<u>Approvals Requested</u>

1. Pursuant to the Algonquin Municipal Code section 34.12, staff is proactively requesting a waiver to invite food vendors to sell food and drink products during these events.
2. Pursuant to Section 31.04 of the Municipal Code, the Village Board must approve any public events in the Village.

If you agree, please forward to the Village Board for approval to hold these events. Thank you for your support and consideration.

C: Michael Kumbera, Deputy Village Manager
Dennis Walker, Police Chief

VILLAGE OF ALGONQUIN

GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: October 14, 2025

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Deputy Village Manager/Chief Financial Officer

SUBJECT: *Budget Amendment: Interfund Transfer to Debt Service Fund*

This ordinance amends the FY 2025 - 2026 Annual Budget to authorize an interfund transfer of $1,709,750 from the General Fund to the Debt Service Fund to meet advance funding requirements for upcoming principal and interest payments on the Village's General Obligation Bonds, Series 2024.

As part of the Village's financial strategy to fund annual debt service with alternate revenues rather than property taxes, this one-time transfer reallocates existing cash from the General Fund to the Debt Service Fund to secure required debt service for the upcoming year. The action does not increase overall spending, but simply shifts funds between accounts to satisfy bond requirements.

The General Fund has sufficient reserves to accommodate this transfer without affecting ongoing operations. Future budgets will include an annual transfer to maintain a one-year advance funding cycle.

Continued adherence to financial best practices and compliance, as demonstrated by this action, helps sustain the Village's AAA credit rating.

Recommendation: Staff recommends the Committee of the Whole forward the attached budget amendment ordinance to the Village Board for approval at their meeting on November 4.

ORDINANCE NO. 2025-O-
AN ORDINANCE AMENDING THE VILLAGE OF ALGONQUIN ANNUAL BUDGET FOR FISCAL YEAR 2025-2026

WHEREAS, the Village of Algonquin, McHenry and Kane counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

WHEREAS, the President and Board of Trustees of the Village of Algonquin, McHenry and Kane counties, Illinois, have adopted the budget form of financing by passing Ordinance 92-O-82, "An Ordinance Authorizing the Budget Process for Fiscal Years Beginning with the 1993-94 Fiscal Year and Amending the Algonquin Municipal Code," and subsequently passed Ordinance 2025-O-17 "An Ordinance Approving the Village of Algonquin Annual Budget for Fiscal Year 2025–2026"; and

WHEREAS, 65 ILCS 5/8-2-9.6 provides that by a vote of two-thirds of the corporate authorities then holding office, the annual budget "may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves;" and

WHEREAS, since the passage of Ordinance 2025-O-17, the President and Board of Trustees have found it necessary to amend Ordinance 2025-O-17.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: That Ordinance 2025-O-17, "An Ordinance Approving the Village of Algonquin Annual Budget for Fiscal Year 2025–2026," shall be amended as depicted in Exhibit A, attached hereto and made a part hereof.

SECTION 2: If any section, paragraph, subdivision, clause, sentence, or provision of this Ordinance shall be adjudged by any Court of competent Jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form (which publication is hereby authorized) as provided by law.

VOTING AYE:

VOTING NAY:

ABSTAIN:

ABSENT:

APPROVED: ______________________________

Debby Sosine, Village President

ATTEST: ______________________________

Fred Martin, Village Clerk

Passed: ___________________

Approved: ___________________

Published: ___________________

Village of Algonquin
Fiscal Year 2025 - 2026 Budget Amendment
Exhibit A

Type	Fund Number	Fund Name	Org	Object	Description	Original Budget	Amended Budget	Increase/ (Decrease)
Revenue	99	Debt Service Fund	99000500	38001	Transfer from General Fund	$ -	$ 1,709,750.00	$ 1,709,750.00
Expenditure	01	General Fund	01900500	48099	Transfer to Debt Service Fund	$ -	$ 1,709,750.00	$ 1,709,750.00
						$ -	**$ 3,419,500.00**	**$ 3,419,500.00**

VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: October 16, 2025

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Deputy Village Manager/Chief Financial Officer

SUBJECT: *Municipal Code Amendment: Chapter 6A and Appendix B*

This ordinance amends Chapter 6A and Appendix B of the Algonquin Municipal Code to establish a clear framework for the billing and administration of user fees, including both Mandatory and Optional Service Fees on utility bills. The update is necessary to effectuate the Village's Telehealth Services Program and to provide consistency in how such service fees are authorized and managed.

The amendment also includes minor clean-up to existing notice and termination procedures to align with current practices and improve clarity for customers.

Summary of Proposed Changes:

1. Define Mandatory Service Fees (required for all households) and Optional Service Fees (voluntary programs such as telehealth).

2. Clarify billing, collection, and remittance procedures.

3. Confirm that nonpayment of optional fees does not affect water or sewer service, but allows staff discretion to unenroll accounts for repeated nonpayment.

4. Update related administrative fees within Appendix B, including late payment, processing, and after-hours reconnection charges.

Recommendation: Staff recommends the Committee of the Whole forward the attached municipal code amendment ordinance to the Village Board for approval at their meeting on November 4.

ORDINANCE NO. 2025 – O – ___

An Ordinance Amending Chapter 6A, Water and Sewer Department, and Appendix B, Penalty, Salary, Bonds and Fees of the Algonquin Municipal Code

WHEREAS, the Village of Algonquin, McHenry and Kane Counties, Illinois is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: Section 6A.05, Billing Duties, of the Algonquin Municipal Code shall be amended to read as follows:

It is hereby made the duty of the Collector to render bills for service and for all rates and charges in connection therewith and to collect all moneys due thereon. In addition to water and sewer charges, the Village may include on utility bills fees authorized by the Village Board for other services provided to eligible customer accounts. These may include Mandatory Service Fees, which apply to all households, and Optional Service Fees, which are voluntary and can be opted out of by residents in accordance with the program guidelines.

SECTION 2: Section 6A.06, Manner of Billing for the Use of the Water and Wastewater Facilities, of the Algonquin Municipal Code shall be amended to add new paragraphs B and C and renumbering the remaining paragraphs and shall read as follows:

B. Mandatory Service Fees: Mandatory Service Fees shall appear as separate line items on the utility bill and shall be subject to the same billing and collection procedures as water and sewer charges, unless otherwise provided by ordinance. Such fees shall apply only to those eligible customer accounts as designated by the Village Board.

C. Optional Service Fees: Optional Service Fees shall appear as separate line items on the utility bill. The Village Board shall determine eligibility, and fees shall apply only to designated customer accounts. Residents may opt out at any time by submitting a written or electronic request on a form provided by the Village. If a resident opts out before billing commences, no charge shall be assessed, and a full credit will be applied if billing has already occurred. Nonpayment of Optional Service Fees shall not result in water shutoff, lien, or other enforcement actions related to utility services.

SECTION 3: Section 6A.07, Disposition of Revenues, of the Algonquin Municipal Code shall be amended to add new paragraphs D and E and shall read as follows:

D. Mandatory Service Fees: Revenues collected for Mandatory Service Fees shall be deposited into the appropriate fund of the Village or remitted to the contracted service provider, as designated by ordinance.

E. Optional Service Fees: Revenues collected for Optional Service Fees shall be separately accounted for and remitted directly to the contracted service provider. The Village shall not retain or profit from these funds.

SECTION 4: Section 6A.11, Termination Procedure, of the Algonquin Municipal Code shall be amended with the underline language being added and the stricken language being deleted as follows:

A. Reminder Notice: In the event utility service charges are not fully paid within 21 days after the rendering of the bill for such service the Finance Director or his designee shall send a reminder notice ~~as part of the next bill in substantially the following form:~~to the account holder. The reminder notice shall advise the customer that the account is past due, that a late payment penalty has been assessed in accordance with Appendix B, and that failure to pay the delinquent balance within ten (10) days may result in termination of service. The notice shall also provide the customer with information on how to raise questions or disputes, and the opportunity to request an informal review with the Finance Director or designee. Any administrative processing fees associated with delinquent accounts shall also be as set forth in Appendix B.

~~REMINDER NOTICE~~

> ~~Our records indicate that your water and/or sewer bill is past due. As such, a 10% penalty has been assessed. If payment has been made, please disregard this notice. In the event you fail to pay the delinquent charges in full within 10 days from the date of this notice, the Village may terminate your water service. If you contest or object to the past due amount referenced above, or if you have any questions regarding this matter, you may contact the Finance Director at 847/658-2700 between the hours of 9 a.m. and 5 p.m. Monday through Friday. The Finance Director may conduct either a telephonic or an in-person informal hearing to consider your questions or objections. If you are not satisfied with the decision of the Finance Director, you may appeal that decision, within 2 business days of the date of that decision, to the Manager.~~

B. Notice of Disconnection: If payment is not received within ten (10) days after the mailing of the reminder notice, the Village shall issue a formal notice of disconnection to the property owner, occupant, and/or account user. The disconnection notice shall inform the customer of the overdue balance, the date on or after which service may be terminated, and the deadline by which payment must be made to avoid shutoff. The notice shall also state that administrative processing fees and after-hours surcharges, as established in Appendix B, will apply to disconnection and reinstatement of service. Disconnection of service shall not be pursued for nominal or de minimis balances, and the Finance Director or designee shall have discretion to determine when termination is warranted. If service is disconnected, the premises may be posted as "unfit for human occupancy" until water service is restored. Service shall not be reinstated until all past-due charges, penalties, and applicable fees have been paid. Reinstatement requested between 3:00 p.m. and 7:00 a.m. on weekdays, or at any time on weekends and holidays, will also require payment of the after-hours surcharge as set forth in Appendix B. The notice shall further advise the customer of the conditions for reinstating service and the procedure for requesting a hearing or appeal. The notice may be served by regular mail, certified mail, hand delivery, or posting on the premises.~~In the event the bill remains unpaid on the 10th day after the mailing of the aforesaid Reminder Notice, the following Notice of Disconnection shall be made to the owner of the premises, occupant and/or user of the service. The Notice of Disconnection shall be in substantially the following form and shall be served through regular mail, certified mail, hand delivery, or posting on property.~~

~~NOTICE OF DISCONNECTION~~

~~You have failed to reply to our previous requests for payment of your water and sewer bill. Failure to pay your overdue account will result in disconnection of service which will commence on the date indicated on this notice. In order to avoid disconnection, your bill must be paid at the Village Hall no later than 5 p.m. on the day prior to the date indicated on this notice. After 5 p.m., an administrative processing fee of $65.00 shall be assessed.~~

~~If service is disconnected, the building will be red-tagged as "unfit for human occupancy."~~

~~Services shall not be reinstated until the bill, together with the administrative processing fee, have been paid. Reinstatement between 3 p.m. and 7 a.m. on weekdays, or at any time on weekends and holidays, will require payment of a further surcharge in the amount of $70.00.~~

~~If you contest or object to the amount identified above, or have any questions regarding this matter, you must contact the Finance Director at 847/658-2700 on weekdays between the hours of 9 a.m. and 5 p.m. The Finance Director may conduct either a telephonic or an in-person informal hearing to consider your questions or objections. If you are not satisfied with the decision of the Finance Director, you may appeal that decision within 2 business days of the date of that decision to the Village Manager. Any objection or complaint with regard to the amount due identified above, must be made to the Finance Director not less than 7 business days after the date of this Notice of Disconnection.~~

~~DATE OF DISCONNECTION: ______________________~~

~~By: ______________________~~

~~Finance Director~~

C. Right of Disconnection: The Village may disconnect utility service to any property where any portion of the charges for the aforesaid services, together with any late fees or penalties, have not been paid on or before the date of disconnection contained in the Notice of Disconnection. In no event shall the date of disconnection identified in a Notice of Disconnection be earlier than 7 days after its mailing by first class mail or certified mail or 5 days after delivery either in hand or by posting on the property.

This Section 6A.11 shall not abridge or limit the Village's right or ability to disconnect utility service upon the owner's request, or temporarily disconnect or discontinue utility service in order to conduct repairs or maintenance upon the utility system or for other emergency purposes.

D. Method of Disconnection: The method of physical disconnection shall be as follows:

1. If the user has both water and wastewater service the Director shall shut off the curb stopcock. The Director may also remove the water meter if it is deemed necessary for the protection of the meter.

2. If the user has water service only, the procedure is as in 1. above.

3. If the user has wastewater service only the Village, through its agents, shall excavate the building sewer upon public property or in an easement and remove a section of the building sewer and plug the openings with permanent stoppers.

Upon completion of the plugging of the building sewer, the Village shall forward to the owner of the premises, occupant and user of the service, by certified mail, return receipt requested, a bill for the costs of terminating the service and a $100 service charge to be paid to the Village for such supervision.

E. Optional Service Fees: Nonpayment of Optional Service Fees shall not constitute a delinquency for purposes of water or sewer service. Nonpayment shall not result in water shutoff, lien, or other enforcement actions related to utility services. However, at the discretion of the Village, accounts with repeated or extended nonpayment of Optional Service Fees may be unenrolled from the applicable optional program until the balance is paid in full.

SECTION 4: Exhibit A, Chapter 6A Definitions, of the Algonquin Municipal Code shall be amended to add the following definitions:

Mandatory Service Fee: A charge authorized by the Village Board for services that all households within the service area must participate in, including but not limited to solid waste collection, recycling, stormwater management, or other similar services authorized by the Village Board.

Optional Service Fee: A charge authorized by the Village Board for services made available to households on a voluntary, opt-out basis. Examples include, but are not limited to, telehealth programs or other user-fee programs as approved by the Village Board.

SECTION 5: Appendix B, Penalty, Salary, Bonds and Fees, of the Algonquin Municipal Code shall be amended to add the following:

6A.07	Telehealth Monthly User Fee (optional, opt-out)	$6.00
6A.11	Late Payment Penalty	10% of unpaid balance
6A.11	Administrative Processing Fee	$65.00
6A.11	After-Hours Reconnection Surcharge	$70.00

SECTION 6: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgement shall not affect, impair, invalidate, or nullify the reminder thereof, which remainder shall remain and continue in full force and effect.

SECTION 7: All ordinance or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: This ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:
Voting Nay:
Abstain:
Absent:

Approved:

(SEAL)

____
Debby Sosine, Village President

ATTEST: _________________________
Fred Martin, Village Clerk

Passed:_________________________
Approved: ______________________
Published: ______________________

VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: October 21, 2025

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Cliff Ganek, P.E., Village Engineer

SUBJECT: Consider a Resolution to Approve a Local Public Agency Agreement for Federal Participation of the Boyer Road Improvement Project

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Attached is a resolution and a draft Local Public Agency (LPA) Agreement with the Illinois Department of Transportation (IDOT) for the Boyer Road Improvements project. The purpose of this memorandum is to request the Committee of the Whole's review and recommendation for approval of the resolution authorizing execution of the LPA Agreement and appropriating the Village's local share of project costs.

The Boyer Road Improvements project involves reconstructing the roadway and installing curb and gutters, new water main installation, storm sewers, sidewalks, multi-use paths, and ADA-compliant crossings. The project will receive partial federal funding through the Surface Transportation Program – Local (STP-L), in coordination with IDOT.

The Village of Algonquin will receive $1.45 million in federal STP-L funds administered by IDOT. The federal funding participation is being provided through the McHenry County Council of Mayors' allocation of federal aid to assist local public agencies in eligible roadway improvement projects. The remaining costs will be funded by the Village through local capital improvement funds. Construction and construction engineering costs are detailed below.

Funding Source	Estimated Amount	Description
Federal (STP-L)	$1,450,039	STP– Local (Federal)
Local Funds	$3,884,017	Street & Water/Sewer Improvement Funds
Total Est. Project Cost	$5,334,056	Construction & Construction Eng.

Final cost participation will be based on actual bid prices and federal funding authorized by IDOT.

Recommendation

Staff recommends that the Committee of the Whole review and forward to the Village Board a motion to approve the attached **Resolution Authorizing the Execution of a Local Public Agency Agreement with the State of Illinois (IDOT)** for the Boyer Road Improvements Project.

This resolution will formally appropriate the Village's local share of funds and authorize execution of the agreement, enabling IDOT to proceed with state letting and project administration.

Attachments

1. Draft Resolution for IDOT Local Public Agency Agreement – Boyer Road Improvements
2. Draft Local Public Agency Agreement (BLR 05310C)
3. Project Location Map

Local Public Agency	Section Number	State Job Number	Project Number
Village of Algonquin	*22-00093-00-PV*	*C9123725*	*770V(402)*

SCHEDULE NUMBER 5

Resolution No. ______

A Resolution for:

Section Number *22-00093-00-PV*

State Job Number *C-91-237-25*

Project Number *770V(402)*

WHEREAS, the *Village* of *Algonquin* is proposing to *complete roadway improvements to Boyer Road from County Line Road to Huntley Road/Longmeaodw Parkway*

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the *Village of Algonquin*

Section 1: The *Village of Algonquin* hereby appropriates *$3,884,017.00* or as much as may be needed to match the required funding to complete the proposed improvement from *Boyer Road* and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The *Village of Algonquin* is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The *Village* Clerk of *Algonquin* is directed to transmit 2 (two) copies of the AGREEMENT and Resolution to IDOT District ______ Bureau of Local Roads and Streets.

I, *Fred Martin* (Name of Clerk) *Village* (Local Public Agency Type) Clerk in and for said *Village* (Local Public Agency Type) of *Village of Algonquin* (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by *Board* (Governing Body Type) of *Village of Algonquin* (Name of Local Public Agency) at a meeting held on *November 04, 2025* (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this *4th* (Day) day of *November, 2025* (Month, Year)

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Illinois Department of Transportation

Joint Funding Agreement for Federally Funded Construction

Print Form | Print With Instructions | Reset Form

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Algonquin	Kane	22-00093-00-PV

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
Surface Transportation Program - L		CMAP	11-22-0031

Construction

State Job Number	Project Number
C9123725	770V(402)

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

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Boyer Road	TR 0245	1.00 Miles	172+16.46	225+08

Location Termini

Longmeadow Parkway/Huntley Road to County Line Road

Current Jurisdiction	Existing Structure Number(s)
Village of Algonquin	

Add Location | Remove

PROJECT DESCRIPTION

Roadway reconstruction with full depth hot-mix asphalt pavement to a uniform two lane with painted median cross section within the Village Corporate Limits, curb and gutter replacement, replacement of existing sidewalk and construction of a new shared use path. The portion of Boyer Road in unincorporated Dundee Township will be milled and overlaid with new asphalt maintaining the two lane rural cross section. Additional improvements include a new distribution water main and multi-use path the entire length of the project limits.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Algonquin	*22-00093-00-PV*	*C9123725*	*770V(402)*

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

I. GENERAL

1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.

1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

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

a. Pursuant to a funding failure as provided under Article 1.1.

b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

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

2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.

2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA**'s responsibility to remain current with these registrations and requirements.

2.3 Bribery. The **LPA** certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

2.4 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that it's officials:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commi embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

2.7 Construction of Fixed Works. The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

2.8 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.

2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization which employs, or is about to employ, any of the above.

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

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

2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.

2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA**'s accounting system. *See* 2 CFR 200.302.

accounting system. *See* 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

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

If, during its fiscal year, **LPA** expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**'s fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

3.2 STATE Audits: The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auding Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE**'s authorized inspection or review, final audit, the **STATE**'s independent audit, or as a result of any duly authorized inspection or review.

3.3 Record Retention. The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

3.4 Accessibility of Records. The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE**'s Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.

3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work

4.2 LPA Appropriation Requirement. By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.

4.3 Reimbursement Requests: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

4.4 Financial Integrity Review and Evaluation (FIRE) program: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

4.5 Final Invoice: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.

5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.

5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.

5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA.**

5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

5.7 To regulate parking and traffic in accordance with the approved project report.

5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.

VI. THE STATE AGREES

6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

6.2 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Algonquin	*22-00093-00-PV*	*C9123725*	*770V(402)*

SCHEDULES

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

☑	*1.*	Division of Cost
☑	*2.*	Location Map
☑	*3.*	Risk Assessment
☑	*4.*	Attestations
☑	*5.*	Resolution*
☐		
☐		
☐		
☐		

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

Local Public Agency	Section Number	State Job Number	Project Number
Village of Algonquin	*22-00093-00-PV*	*C9123725*	*770V(402)*

AGREEMENT SIGNATURES EXECUTION

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Debby Sosine

Title of Official

Village President

Signature | Date

The above signature certifies the agency's TIN number is

36-600576 conducting business as a Governmental Entity.

DUNS Number *070161971*

UEI *HSV9ZCZJBNF7*

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Michael Prater, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☑ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Algonquin	*Kane*	*22-00093-00-PV*	*C-91-237-25*	*770V(402)*

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	*STU*	*$1,450,039.00*	*				*Local*	*$1,797,046.00*	*Bal*	*$3,247,085.00*
Non-Participating Construction							*Local*	*$1,515,465.00*	*100%*	*$1,515,465.00*
Construction Engineering							*Local*	*$571,506.00*	*100%*	*$571,506.00*
										$0.00
										$0.00
										$0.00
										$0.00
										$0.00
	Total	*$1,450,039.00*		Total	*$0.00*		Total	*$3,884,017.00*		*$5,334,056.00*

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

** Maximum FHWA (STU) participation 80% NTE $1,500,000*

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

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation ____________________)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay 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) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _________ Monthly Payments of ____________________ due by the __________ of each successive month.

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. The **LPA** 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 - **LPA's** Share ________________________ divided by estimated total cost multiplied by actual progress payment.

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 adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Village of Algonquin	*22-00093-00-PV*	*Kane*		

LRS Federal Funds RISK ASSESSMENT

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

Summary of Risk	
General History of Performance	*2*
Financial Controls	*0*
Audits	*0*
Total	*2*

District Review Signature & Date

Central Office Review Signature & Date

Additional Requirements? ☐ Yes ☐ No

BLR 05310C (Rev. 05/09/24)

Local Public Agency	Section Number	State Job Number	Project Number
Village of Algonquin	22-00093-00-PV	C9123725	770V(402)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Village of Algonquin (LPA) expend more than $750,000 in federal funds in aggregate from all federal sources?

☐ Yes ☒ No

2. Does the Village of Algonquin (LPA) anticipate expending more than $750,000 in federal funds in aggregate from all federal sources in the current Village of Algonquin (LPA) fiscal year?

☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

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

   a. Has the Village of Algonquin (LPA) performed a single audit for their previous fiscal year?

   ☐ Yes ☒ No

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

   ☐ Yes ☐ No

   b. For the current fiscal year, does the Village of Algonquin (LPA) intend to comply with Subpart F of 2 CFR 200?

   ☒ Yes ☐ No

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

Name	Title	LPA
Michael Kumbera	Deputy Village Manger/CFO	Village of Algonquin

Signature & Date

Michael Kumbera — Digitally signed by Michael Kumbera Date: 2025.09.11 12:47:48 -05'00'

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets (BLRS) Manual, Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of Local Public Agency Insert the name of the LPA.

County Insert the name of the county in which the LPA is located.

Section Number Insert the section without dashes. The dashes are automatically inserted.

Fund Type Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.).

ITEP, SRTS, HSIP, Number Insert the ITEP, SRTS, HSIP number assigned to this project.

MPO Name From the drop-down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:

Bi-State	Bi-State Regional Commission
CMAP	Chicago Metropolitan Planning Organization
CUUATS	Champaign/Urbana Urban Area Transportation Study
DATS	Danville Area Transportation Study
DMATS	Dubuque
DSATS	DeKalb/Sycamore Area Transportation Study
DUATS	Decatur Urbanized Area Transportation Study
EWGCG	East-West Gateway Council of Governments
KATS	Kankakee Area Transportation Study
MCRPC	McLean County Regional Planning Commission
PPUATS	Peoria/Pekin Urban Area Transportation Study
RPC	Region 1 Planning Council
SATS	Springfield Area Transportation Study
SEMPO	South East Metropolitan Planning Organization
SIMPO	Southern Illinois Metropolitan Planning Organization
SLATS	State Line Area Transportation Study

MPO Tip Number Insert MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A"

Construction
- Job Number Insert the job number assigned for the construction portion, the number will begin with a "C"
- Project Number Insert the project number assigned to the construction portion of this project.

Local Let/Day Labor Check this box if the construction portion of this project will be local let or day labor.

Construction on State Letting Check this box if the construction portion of this project will be on a state held letting.

Construction Engineering Check this box if the construction portion of this project will involve construction engineering.

Utilities Check this box if the construction portion of this project will involve utility work.

Railroad Work Check this box if the construction portion of this project will involve railroad work.

Location **Use the add location bu**

Local Street/Road Name Insert the local street/road name.

Key Route Insert the key route of the street/road listed above.

Length Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.

Station
- From Insert the beginning station of the project as it pertains to the key route for this location for this project
- To Insert the ending station of the project as it pertains to the key route for this location for this project.

Location Termini Insert the beginning and ending termini as it pertains to this location for this project.

Existing Structure Number(s) Insert the existing structure number(s) for this project.

Use the add location button to add additional locations if needed for up to a total of five locations. If there are more than five locations, use various.

Project Description

Project Description Insert a description of the work to be accomplished by this project.

Instructions for BLR 05310C Page of

Local Public Agency The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number).
Illinois Dept. of Transportation The appropriate IDOT official shall sign and date here.

Schedules

Within the schedule table, check the box as applicable. Insert the item number of the schedule and a description of the item.

Division of Cost (Schedule 1) Instructions

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum $60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
Lump-sum to be utilized second not to exceed $20,000 EDP funds.
Lump-sum to be utilized third not to exceed $40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up the the "not to exceed" amount.

Example: Maximum STR participation 80% not to exceed $100,000.
Lump-sum SMA not to exceed $20,000 to be used as a match to the federal funds.

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work Choose the type of work from the drop-down list. Types to choose from are: Participating Construction, Non-Participating Construction, Construction Engineering, Railroads, Utilities, and Materials.

Federal Funds If federal funds are being used on this project complete the following for federal funds.
Fund Type Choose the type of federal fund type from the drop-down.
Amount Insert the amount of federal funds for the type of listed under fund type.
% Insert the percentage of federal funds for this type.

State Funds If state funds are being used on this project complete with following for state funds.
Fund Type Choose the type of state fund type from the drop-down.
Amount Insert the amount of state funds for the type of listed under fund type.
% Insert the percentage of state funds for this type.

Local Public Agency Funds
Fund Type Choose the type of LPA funds from the drop-down.
Amount Insert the amount of LPA funds for the type of listed under fund type.
% Insert the percentage of LPA funds for this type.
Explanation Insert any necessary additional information as to how the funding is being applied for this project.

For State-Let Construction Projects

Method of Financing This area is for state-let contract only. Check one.
Method A If this box is checked, insert the dollar amount equal to 80% of the LPA's total obligation.
Method B If this box is checked, insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C If this box is checked, insert the dollar amount of the LPA's share of the construction costs for this project.

LRS Federal Funds Risk Assessment (Schedule 3) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.
District staff will review the assessment and make recommendations for risk monitoring based on the results of the assessment. If monitoring is required above normal policy procedures, those requirements shall be itemized in the Additional Requirements box. Appropriate full-time district staff will approve the assessment by signing and dating in the box provided.

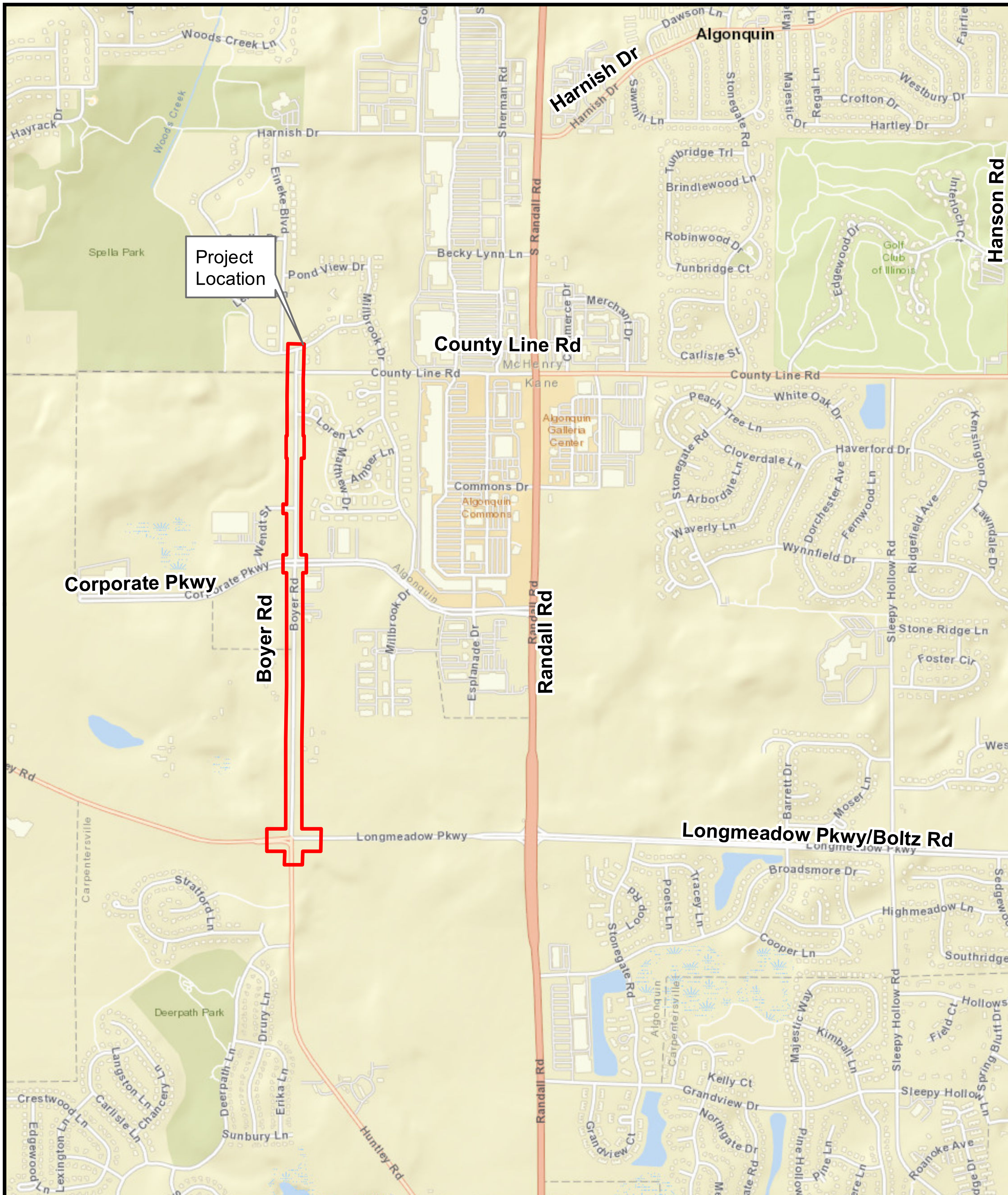
Attestation on Single Audit Compliance (Schedule 4) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.
The appropriate local agency official shall certify the attestation by signing and dating in the box provided.

A minimum of two (2) originals executed by the LPA must be submitted to the District through it s Regional Engineer's Office.
If the DocuSign process is used no physical copies are required to be submitted.

Upon execution distribution will be as follows:

LPA



CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

Boyer Road
Section #: 22-00093-00-PV
Project Location Map
Algonquin, Illinois

N W E S

0 750 1,500 3,000 Feet

ATTACHMENT 1a