

**A RESOLUTION OF THE VILLAGE OF CAMPTON HILLS, KANE COUNTY,
ILLINOIS, AUTHORIZING GRANT SUBMITTALS FOR PARTICIPATION IN THE
SURFACE TRANSPORTATION PROGRAM (STP)
THROUGH THE KANE/KENDALL COUNCIL OF MAYORS (KKCOM)**

WHEREAS, the Village of Campton Hills, Kane County, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Village’s Public Works Committee and the Village’s Municipal Engineering firm have recommended that the Village participate in five (4) Surface Transportation Program (“*STP*”) grants, as more fully defined and illustrated in Exhibit A attached hereto; and

WHEREAS, the Village President and Board of Trustees of the Village of Campton Hills (the “*Corporate Authorities*”) deem it advisable and in the best interest of the health, safety and welfare of the residents of the Village to submit applications for STP grant funds for certain roads within the Village, as described in Exhibit A; and

WHEREAS, said STP grants require the Village to expend no more than Seven Thousand Five Hundred Dollars (\$7,500) for each grant application, and thereafter various amounts to participate in each grant project; and

WHEREAS, said STP grants are applied for through the Kane Kendall Council of Mayors (“*KKCOM*”), and will provide funds for either resurfacing, structural overlays or reconstruction of the proposed roadways listed to Exhibit A.

NOW THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Campton Hills, Kane County, Illinois as follows:

Section 1. That the Village President is hereby authorized to execute, on behalf of the Village of Campton Hills, the attached Exhibit A, any applications for the Surface Transportation Program grant funds described in Exhibit A, and to execute any additional grant application forms or

necessary documents required from the Village of Campton Hills to apply for the grant of these funds, for participation in the STP Program through the KKCOM.

Section 2. This resolution shall be in full force and effect from and after its passage and approval as pursuant to law.

Section 3. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.


Section 4. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall be in full force and effect upon its passage, approval, and publication in the manner provided by law.

Passed this 19th day of September 2023, pursuant to a roll call vote as follows:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Nicolas Boatner	<u> X </u>	_____	_____	_____
Trustee Janet Burson	<u> X </u>	_____	_____	_____
Trustee Jim McKelvie	<u> X </u>	_____	_____	_____
Trustee Mike Millette	<u> X </u>	_____	_____	_____
Trustee Edward Muncie	<u> X </u>	_____	_____	_____
Trustee Timothy Morgan, Sr.	<u> X </u>	_____	_____	_____
President Barbara Wojnicki	_____	_____	_____	_____

APPROVED this 19th day of September, 2023


Barbara Wojnicki, Village President


Tracy Johnson, Village Clerk



EXHIBIT A

Simple Scope Short Form Agreement

Project:	Municipal Engineering Task – KKCOM Grant Application(s) Submittal	Project No:	220620
		Phase No(s):	10.04 Grants and Funding
		Date:	9/05/2023

Client:	<u>Village of Campton Hills</u>
Contact:	<u>Ms. Denise Burchard</u>
Title:	<u>Village Administrator</u>
Address:	<u>40W270 LaFox Road, Suite B</u>
City/State/Zip:	<u>Campton Hills, IL 60175</u>
Phone/Fax No.	<u>630-584-5700 / FAX 630-584-1775</u>

The CLIENT agrees to employ HR Green, Inc. (COMPANY) to perform the following services:

The CLIENT agrees to employ HR Green, Inc. (COMPANY) to prepare and submit grant applications to the Kane Kendall Council of Mayors (KKCOM) for one or more roadways per this work order and the Professional Services Agreement (PSA) previously approved per Resolution R-22-08 on May 3, 2022:

The Kane Kendall Council of Mayors (KKCOM) is scheduled to release the FY27-FY28 STP-L Call for Projects in fall 2023, and information on this program can be found at: <http://kdot.countyfkane.org/KKCOM/Documents/STP/Current%20KKCOM%20STP%20Methodology.pdf> (link to be updated when draft 2023 methodology is finalized and when the call for projects is officially announced October 2023). Preliminary information provided at the most recent KKCOM Transportation Policy Committee meeting shows proposed revisions to the methodology may provide agencies additional points in the scoring if preliminary engineering (kickoff meeting) is performed prior to submittal of grant applications.

Federal funds can only be used for specific roadways that meet IDOT Roadway Classification requirements, and this program provides federal funding at a maximum 75% federal / 25% local ratio for construction expenses and for Phase III Construction Engineering (optional). Phase 1 Preliminary Engineering and Phase 2 Final Engineering are 100% the cost responsibility of the project sponsor(s).

HRGreen.com

Phone 815.385.1778 Fax 815.385.1781 Toll Free 800.728.7805
1391 Corporate Drive, Suite 203, McHenry, Illinois 60050



This KKCOM STP-L program recently provided grant funding for the improvements to Bolcum Road completed in 2020, for the improvements to Anderson Road completed in 2022, and is providing grant funding for the upcoming improvements to Campton Hills Road (Anderson Road to Town Hall Road) scheduled for 2024. All of the following potential project applications would be evaluated under the Asset Management category of the Surface Transportation Program (STP) Performance Based Methodology guidelines.

1. KKCOM Grant Application for Campton Hills Road from Town Hall Road to LaFox Road

Campton Hills Road is listed as a minor collector, and this project would need to extend from Town Hall Road to LaFox Road to meet logical termini criteria. The total length of this roadway is 1.30 miles, and 2018 traffic counts (*IDOT Getting Around Illinois traffic counts portal*) are 1300 AADT.

Note that the prior application submitted in 2022 was successful in getting this roadway included on the KKCOM Contingency List, but resubmittal of a new application is necessary with the current call for projects.

2. KKCOM Grant Application for Town Hall Road from Campton Hills Road to IL Route 64.

An application for Town Hall Road would need to extend from Campton Hills Road to IL Route 64 to meet logical termini criteria. The total length of this roadway is 0.80 miles, and 2021 traffic counts documented an 899 AADT.

3. KKCOM Grant Application for Brown Road from IL Route 64 to Old LaFox Road

An application for Brown Road would need to extend from IL Route 64 to Old LaFox Road to meet logical termini criteria. The total length of this roadway is 1.25 miles, and 2021 traffic counts documented a 772 AADT.

4. KKCOM Grant Application for Denker Road from Bolcum Road to Silver Glen Road

An application for Denker Road would need to extend from Bolcum Road to Silver Glen Road to meet logical termini criteria. The total length of this roadway is 1.42 miles, and 2018 traffic counts (*IDOT Getting Around Illinois traffic counts portal*) listed a 750 AADT.

All of the above-listed roadways are under the jurisdiction of the Village of Campton Hills, with the exception of the following:

- A 577-foot (0.11 miles) segment of Town Hall Road (14% of total project length)
 - A 348-foot (0.07 miles) segment of Brown Road (5% of total project length)
- These segments are under the jurisdiction of the Campton Township Highway District, and the Campton Township Highway District is in support of the submittal of these grant applications.

If grant funding is approved, each agency would then be responsible for the respective percentage of the overall local agency cost. The maximum STP funding participation for an Asset Management Project (*previously known as LAFO – Local Agency Functional Overlay in prior STP programs*) is typically one of the following; \$500,000 per project for roadway resurfacing, \$750,000 per project if structural overlays and full depth reclamation improvements are proposed, or \$1,000,000 per project if total reconstruction is proposed. All of these roadways are anticipated to fall within the second category.

The estimated overall project cost and local agency cost(s) would be provided upon the completion of the grant application process when an Engineers Opinion of Probable Construction Cost (EOPCC) is prepared and submitted with the application.

The potential project partnership/joint application between the Village of Campton Hills (CLIENT) and the Campton Township Highway District as financial partners for both the Town Hall Road and Brown Road applications may provide additional points toward the overall project ranking, which may be of benefit due to the highly competitive nature of this KKCOM program.

Project deliverables will include preliminary engineering necessary to hold an IDOT project kickoff meeting for each project, and completion of KKCOM grant applications for each project and submittal prior to the December 22, 2023 application deadline.

The CLIENT agrees to pay COMPANY for the above scope of services:

Time & Material, Not to Exceed in the amount of:

1. Campton Hills Road KKCOM Grant Application
 - \$7,500.00
2. Town Hall Road KKCOM Grant Application
 - \$7,500.00

3. Brown Road KKCOM Grant Application

○ \$7,500.00

4. Denker Road KKCOM Grant Application

○ \$7,500.00

TOTAL \$30,000.00

- Reimbursable Expenses Included
 Sub- Consultant Services Included
 Prepayment Required for Services to Commence

Copy To:

- Accounting
 Ms. Barbara Wojnicki, Village of Campton Hills Village President
 Mr. Scott Marquardt, HR Green Village Engineer

TERMS AND CONDITIONS

Services provided by COMPANY under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY.

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's Agreement with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY's consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises.

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and sub-consultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and sub-consultants to all those named shall not exceed \$ 10,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This agreement is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the agreement. Services will not begin until COMPANY receives a signed agreement. The effective date of the agreement shall be the last date entered below.

VILLAGE OF CAMPTON HILLS

40W270 LaFox Road
Campton Hills, IL 60175

Accepted by: *Barbara Wojnicki*

Printed/
Typed Name: BARBARA WOJNICKI

Title: VILLAGE PRESIDENT

Date: September 19, 2023

HR GREEN, INC.

1391 Corporate Drive
McHenry, IL 60050

Approved by: *Timothy J. Hartnett*

Printed/
Typed Name: Timothy J. Hartnett

Title: Principal/President
Governmental Services Central

Date: August 8, 2023