

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
SEPTEMBER 20, 2011 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning for an Update to the Village's Pedestrian and Bicycle Plan	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, P.E., Director of Public Works

SYNOPSIS

A resolution has been prepared authorizing an Intergovernmental Agreement (IGA) between the Village of Downers Grove and the Chicago Metropolitan Agency for Planning (CMAP) for a grant to update the Village's Pedestrian and Bicycle Plan.

STRATEGIC PLAN ALIGNMENT

The Goals for 2011 to 2018 include *Steward of Financial and Environmental Sustainability* and *Exceptional Municipal Services*.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval on the September 20, 2011 Consent Agenda.

BACKGROUND

In August the Village was awarded a planning grant for up to \$80,000 in IDOT funding from the Chicago Metropolitan Agency for Planning (CMAP) for updates to the Bikeway and Pedestrian Plans. This intergovernmental agreement indicates the Village's agreement to engage a consultant to provide technical assistance and project management, create a plan steering committee to provide oversight, and develop the plan's goals and objectives to reflect the community's vision for non-motorized transportation. This plan will update the current Bikeway and Pedestrian Plans which were created between 2000 and 2001.

An updated bicycle and pedestrian plan will build upon the work of the recently completed Comprehensive Plan by aligning itself with the broader goals and objectives for the Village. Once the plan is completed it will be brought to both the Transportation and Parking Commission and the Village Board for final approval.

The three objectives of the plan update are:

- To improve the biking and walking network, which will allow for the efficient and safe use of non-motorized transportation.
- To increase safety throughout the Village by developing an education plan, and to
- To create a marketing plan to promote bicycling and walking throughout the community as viable transportation options. A marketing campaign will be developed and implemented.

ATTACHMENTS

CMAP Intergovernmental Agreement

RESOLUTION _____

**A RESOLUTION TO ACCEPT
COMMUNITY PLANNING PROGRAM GRANT FUNDS FROM
THE CHICAGO METROPOLITAN AGENCY FOR PLANNING**

WHEREAS, the Village of Downers Grove (“the Village”) has applied for grant funding through the Community Planning Program from the Chicago Metropolitan Agency for Planning (“CMAP”), for a Bicycle and Pedestrian Plan; and

WHEREAS, the Village’s request for such grant has been approved by CMAP; and

WHEREAS, CMAP has adopted the GO TO 2040 Plan as the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties, and is providing grant assistance as a means of advancing the plan’s implementation; and

WHEREAS, the Village and CMAP have agreed on the contents of an Intergovernmental Agreement (“IGA”) that covers the administration of this grant;

NOW, THEREFORE BE IT RESOLVED BY THE VILLAGE OF DOWNERS GROVE:

1. That the Village of Downers Grove supports a Bicycle and Pedestrian Plan.
2. That the Village of Downers Grove accepts the offer of grant funding by CMAP and recognizes that this funding is provided for the purpose of advancing the implementation of GO TO 2040.
3. That the Village of Downers Grove authorizes staff as designated by the Village Manager to finalize and execute the IGA with CMAP, and to initiate a competitive procurement process to select a consulting firm to undertake work on this project.
4. That the Village of Downers Grove recognizes that provisions that govern the administration of the Community Planning Program grant are included in the IGA.
5. That this resolution shall be effective as of the date of its adoption.

Mayor

Passed:

Attest: _____

Village Clerk

CMAP contract # _____

AGREEMENT

between

Chicago Metropolitan Agency for Planning

and

Village of Downers Grove

THIS AGREEMENT, entered into on this _____, by and between the Chicago Metropolitan Agency for Planning (herein called the "CMAP"), a body politic and corporate created by the State of Illinois, and the Village of Downers Grove, 801 Burlington Ave., Downers Grove, IL 60515 (herein called the "Grantee").

WITNESSETH

WHEREAS, the Grantee has made application to CMAP for funding to complete the Bikeway and Pedestrian Plan (hereafter called the "Project"). The grant application submitted by the Grantee (Attachment 1) is incorporated by reference into this Agreement with full force and effect, as if fully set forth herein; and

WHEREAS, the Grantee's application has been approved by CMAP; and

WHEREAS, CMAP desires to provide funding to the Grantee to complete the Project with a contractor who has been selected through a formal procurement process;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Engagement of Grantee. CMAP hereby agrees to provide funding to the Grantee and the Grantee hereby agrees to procure assistance from a qualified contractor to complete the Project.
2. Funding Source. The funding source for this contract is the Illinois Department of Transportation (IDOT). The IDOT is not a party to this agreement. CFDA Number 20.205; Federal Highway Administration (FHWA); Illinois Highway Planning & Research Program.
3. Scope of Services. The Grantee shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the tasks described in the grant application (Attachment 1). In addition to the tasks described in the grant application, the Grantee is also responsible for establishing a steering committee to guide work on this project, as well as conducting a thorough public engagement process; these responsibilities can be fulfilled either directly by the Grantee or with assistance from a qualified contractor.
4. Procurement of Contractor. The Grantee is responsible for administering the procurement for the contractor and management of the contract secured through that procurement. All procurement transactions for Contractual Services shall be conducted in a manner that provides maximum open and free competition. The GRANTEE shall also conduct a RFP process meeting the following minimum procedural requirements:

Request for Proposal (RFP): Competitive negotiation procedures shall be used to procure services having a total value of more than \$10,000. The RFP shall be publicized, proposals shall be solicited from an adequate number of qualified sources, negotiations are normally conducted with more than one source, and a cost reimbursement contract shall be awarded based on a technical evaluation of the proposals received. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly. The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

The Grantee shall maintain records sufficient to detail the significant history of the procurement. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.

No Grantee employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

5. Subcontracts.

a. Any subcontractors or outside associates or consultants required by the Grantee in connection with the services covered by this Agreement will be limited to such individuals or firms as are obtained through the Request for Proposal process. The selection of contractor(s) is prohibited without prior written consent of CMAP. Any substitutions in or additions to such subcontractors, associates or consultants will be subject to the prior approval of CMAP.

b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

c. The Grantee may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

6. Time of Performance. The services of the Grantee are to commence as soon as practicable after the execution of this Agreement and shall be undertaken and completed to assure their expeditious completion. This contract terminates on June 30, 2013. No extensions of this contract are possible.

7. Funding Compensation. CMAP agrees to reimburse the Grantee on a monthly basis. It is expressly agreed and understood that in no event will the total compensation exceed the maximum sum of \$80,000 for all services provided hereunder.

8. Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Grantee shall be used by the Grantee for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for the carrying of the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after

written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

9. Reports and Methods of Payment.

Based on services performed, Grantee may submit invoices as frequently as once a month. All invoices are to be submitted through email to:

accounting@cmap.illinois.gov

Payment will be made within thirty (30) days of receipt of the invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. Notification of the transfer will be made to you. Please provide the following information:

Bank Name: _____

Telephone No.: _____

Account No.: _____

Bank ACH Routing No.: _____

Grantee email address for confirmation: _____

DUNS No. _____

Invoices must be accompanied by appropriate documentation from the contractor(s) that have been procured by the Grantee for the purposes of carrying out the Project. CMAP will reimburse the Grantee only for allowable expenses incurred by the contractor.

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

10. Audit and Access to Records.

a. The Grantee and its subcontracts under this Agreement shall preserve and produce upon request of the authorized representatives of CMAP all data, records, reports, correspondence and memoranda of every description of the Grantee and its subcontractors, if any, under this Agreement relating to carrying out this Agreement for the purposes of an audit, inspection or work review for a period of three (3) years after completion of the project, except that:

(1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

(2) Records for nonexpendable property acquired with federal funds shall be retained for three years after its final disposition.

b. The Grantee shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractor involving transactions related

to the subcontract for three (3) years from the final payment under that subcontract except that:

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

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

11. Agreements. This Agreement constitutes the entire agreement between the parties hereto. Any change proposed by either party to this Agreement shall be submitted to the other party for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless such changes are reduced to writing and executed by the authorized representatives of both parties.
12. Suspension. If the Grantee fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the Grantee, suspend the Agreement and withhold further payments or prohibit the Grantee from incurring additional obligations of funds pending corrective action by the Grantee. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the Grantee in writing that the Agreement has been terminated by reason of default in accordance with paragraph 11 hereof. CMAP may determine to allow such necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget Circular A-87 in effect on the date first above written.
13. Termination.
 - a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
 - b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience, provided that the Grantee is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
 - c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the Grantee at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the Grantee's default. If termination by default is effected by the Grantee, or if termination for convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the Grantee for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by the Grantee relating to commitments which had become firm prior to termination.

- d. Upon notice of termination action pursuant to paragraphs a or b of this clause, the Grantee shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Grantee in performing this Agreement, whether completed or in the process.
 - e. Upon termination pursuant to paragraphs a or b of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
 - f. In the event the Grantee must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this agreement shall be made as provided in paragraph c of this clause.
14. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the Grantee arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
15. Equal Employment Opportunity. The Grantee will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the Grantee shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The Grantee shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The Grantee shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
16. Small and Minority Business Enterprise. In connection with the performance of this Agreement the Grantee will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
17. Political Activity. No portion of funds for this subcontract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
18. Prohibited Interest.
- a. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or

- (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.
- b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
- c. The Grantee warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty the CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

19. Federal Reporting Standards.

- a. The Grantee agrees that any material or design specified by the Grantee or supplied by the Grantee pursuant to this Agreement shall not infringe any patent or copyright and the Grantee shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the Grantee.
- b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the Grantee's promise as contained in paragraph a of this clause, the Grantee shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.
- c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The Grantee shall include provisions appropriate to the effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

20. Assignment.

- a. This agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and Grantee. Any successor to the Grantee's rights under this Agreement must be approved by CMAP unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.
- b. The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CMAP hereto, provided, however, that claims for money due or to become due to the Grantee from CMAP under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to CMAP.

21. Conflict of Interest. In order to avoid any potential conflict or interest, the Grantee agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP. Grantee shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.
22. Publication. CMAP shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The Grantee shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.
23. Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Grantee's offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the Grantee. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
24. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
25. Workers' Compensation Insurance. The Grantee and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
26. Independent Contractor. Grantee's relationship to CMAP in the performance of this Agreement is that of an independent Contractor. Grantee's personnel performing work under this Agreement shall at all times be under Grantee's exclusive direction and control and shall be employees of Grantee and not employees of CMAP. Grantee shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, and unemployment compensation, workers' compensation insurance and similar matters.
27. Federal, State and Local Laws. Grantee warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the Grantee shall be responsible for compliance as modifications are implemented. The Grantee's failure to comply shall constitute a material breach of this contract.
28. Hold Harmless and Indemnity. Grantee shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of Grantee, its officers, directors, employees,

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

29. International Boycott. Grantee certifies that neither Grantee nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulation of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
30. Forced Labor. Grantee certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

Federally Funded Agreements

A. Standard Assurances. The Grantee assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The Grantee recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent federal requirements will apply to the project.

B. Certification Regarding Lobbying. As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Grantee's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the Grantee to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Grantee assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

The Grantee understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The Grantee also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of

the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Grantee assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1A, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Grantee receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Grantee retains ownership or possession of the project property, whichever is longer, the Grantee assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Grantee assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

D. Control of Property. The Grantee certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A-102 Common Rule.

E. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and OMB Circular A-87, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and OMB Circular A-87, "Cost Principles for State, local or Indian tribal governments".

F. Debarment. The Grantee shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Grantee certifies that to the best of its knowledge and belief, the Grantee and the Grantee's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it 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 commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the Grantee to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Grantee shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when CMAP determined whether to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, CMAP may terminate this Agreement for cause. The Grantee shall provide immediate written notice to CMAP if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Grantee agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by CMAP. The Grantee Agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by CMAP, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Grantee knows the certification is erroneous. The Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If the Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, CMAP may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

G. Single Audit. The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:

1. State or local governments that receive \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
2. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
4. A copy of the audit report must be submitted to CMAP within 30 days after completion of the audit, but no later than one year after the end of the Grantee's fiscal year.

H. Drug Free Workplace. The Grantee certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

I. Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the Grantee assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Grantee assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Grantee's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Grantee, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or CMAP to the Grantee of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

J. Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Grantee assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Grantee assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

K. Procurement Compliance Certification. The Grantee certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The Grantee certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each Grantee will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

L. Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. In accordance with Section 5307(c) of SAFETEA-LU, 23 U.S.C. 502 note, the Grantee assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it

undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by SAFETEA-LU, 23 U.S.C. 502 note.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or SAFETEA-LU, 23 U.S.C. 502 note, the Grantee assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

M. Davis-Bacon Act. To the extent applicable, the Grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)

As required by OMB, the Grantee certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which

Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and

- Any other nondiscrimination statute(s) that may apply to the project.

6. Will comply with all federal environmental standards applicable to the project, including but not limited to:

- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- Notification of violating facilities pursuant to Executive Order 11738;
- Protection of wetlands pursuant to Executive Order 11990;
- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- Protection of endangered species under the Endangered Species Act of 1973, as amended;
- The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system.

7. Will comply with all other federal statutes applicable to the project, including but not limited to:

- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
- The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

O. Energy Conservation To the extent applicable, the Grantee and its third party Contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

P. Clean Water For all contracts and subcontracts exceeding \$100,000, the Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.

Q. Clean Air For all contracts and subcontracts exceeding \$100,000, the Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.

R. Eligibility For Employment In The United States The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Grantee to verify that persons employed by the Grantee are eligible to work in the United States.

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

T. False Or Fraudulent Statements Or Claims The Grantee acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the Grantee the penalties of 18 U.S.C. Section 1001, 49 U.S.C. Section 5307, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the Government may deem appropriate. Grantee agrees to include this clause in all state and federal assisted contracts and subcontracts.

U. Changed Conditions Affecting Performance The Grantee shall immediately notify CMAP of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

V. Third Party Disputes Or Breaches The Grantee agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA or U.S. DOT and CMAP of any current or prospective major dispute pertaining to a third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA or U.S. DOT and CMAP before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Grantee will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or CMAP's immunity to suit.

W. Fly America Grantee will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

X. Non-Waiver The agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed

as a waiver by CMAP of any breach by the Grantee of any terms of this Agreement or any default on the part of the Grantee which may then exist; and any action, including the making of a payment by CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

Y. Preference for Recycled Products To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

Z. Cargo Preference - Use of United States Flag Vessels. The Grantee agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to the Project.

AA. Grantee is required to register with the 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, grants and the electronic payment processes. The Grantee must register at <https://www.bpn.gov/ccr>.

As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

All of the requirements listed in **Federally Funded Agreements**, paragraphs A through AA apply to the federally funded project. The Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

IN WITNESS WHEREOF, CMAP and the Grantee have executed this Agreement as of the date first above written.

Village of Downers Grove

Attest: _____

By: _____

Title: _____

Date: _____

Date: _____

CHICAGO METROPOLITAN AGENCY FOR PLANNING

Attest: _____

By: _____

Executive Director

Date: _____

Date: _____

APPLICANT INFORMATION

Village of Downers Grove Bikeway and Pedestrian Plan
Village of Downers Grove
801 Burlington Ave
Downers Grove, IL 60515

Project Contact:
Nan Newlon, P.E.
Director of Public Works
630/434-5461
nnewlon@downers.us

David Fieldman
Village Manager

GENERAL

2.1 – Project Type Identification

This project is an Integrated Transportation Plan, specifically to update Downers Grove's existing Bicycle and Pedestrian Plans. For this project the Village of Downers Grove will retain an outside transportation planning firm to provide technical assistance and produce the final deliverables.

2.2 – Project Goals and Objectives

The overall goal of this project is to provide an update to the village's bicycle and pedestrian plan as a way to increase mobility throughout the area. Downers Grove has a demonstrated track record with bicycle and pedestrian planning, but the existing plans are more than ten years old and no longer accurately reflect the existing conditions and needs of the Village. To achieve the broader goals of developing a successful bicycle and pedestrian culture in Downers Grove, the plan will have three targeted objectives.

The first objective is to develop a comprehensive biking and walking network, which will allow for the efficient and safe use of non-motorized transportation. This proposed network will consist on both on and off-street bikeways, signed routes, and multi-use trails and will allow for safe travel as well as encouraging new bicyclists. Additionally, the plan will analyze the existing pedestrian network in order to increase connections, improve intersections, reduce network gaps, and identify ADA compliance issues. Finally policy and program recommendations will be made which can facilitate both infrastructure development as well as encouraging biking and walking as realistic options.

The plan's second objective will increase safety throughout the Village by developing an education plan. Many people do not currently walk or bike because they do not view these modes as either safe or realistic transportation options. Fieldwork and outreach will identify the greatest areas of need in terms of safety and recommendations will be made in order to reduce crashes and improve traveler comfort. Additionally, an overview of bicycle and pedestrian safety will be consistently reinforced by consultant staff throughout the planning process.

The final objective for the proposed plan will involve marketing bicycling and walking throughout the community as viable transportation options. Simply put, marketing is one of the most cost-effective methods for increasing non-motorized transportation numbers. The consultant staff will be expected to implement a marketing campaign based on previous experiences as well as developing new ideas designed to build upon Downers Grove's unique community identity.

2.3 – Proposal's Relationship to Existing Planning Initiatives

This project will expand upon many of the planning processes currently under way in Downers Grove. In June, 2000 and September, 2001 Downers Grove created both a Bikeway and Pedestrian Plan, respectively. While these were effective planning documents, the existing conditions of the Village have changed to the point where they are no longer as effective as they once were. An update of these plans – including the latest crash data as well as digitizing existing routes – will help the Village improve its local network and strengthen connections to regional destinations.

Additionally, Downers Grove is set to approve its Comprehensive Plan in 2011 after an extensive, year-long community outreach process. It did not, however, identify potential improvements to the Village's bicycle network, instead stating that "the recommendations of the Village Bikeway Plan and the Trails and Transit Plan provide a solid founding, the Village should create [Master Plan] that incorporates the recommendations of the Bikeway Plan, in addition to input from the Park District, DuPage County, regional agencies such as CMAP, and pertinent input from the community." An updated bicycle and pedestrian plan would build upon the success of the Comprehensive Plan by aligning itself with its broader goals and objectives for the Village and region.

2.4 – How will the end project be approved or adopted and will there be a commitment to implementing the recommendations from the plan?

This plan will be developed as a partnership between the Village of Downers Grove and a consulting firm. The majority of technical assistance will be provided by consultants, who will report to the Transportation and Parking Commission and the Public Works staff. Additionally a plan steering committee will be created to provide oversight and develop the plan's goals and objectives so that they are representative of the community's vision of the future. Once the plan is completed it will be brought to both the Transportation and Parking Commission and the Village Board for final approval.

The implementation of the plan will be given a great deal of attention. Final recommendations will be organized chronologically as well as according to importance by creating a matrix of short, mid and long-term steps. These will also all include recommendations for most cost-effective manner of implementation as well as financing strategies, including relevant grants and existing state and federal funding programs. An option that will be discussed in the plan is the creation of a Bicycle and Pedestrian Task Force to assist with the implementation of the Plan as well as assisting with ongoing education and outreach.

2.5 – Entities or Individuals Included in the Planning Process

In creating an effective bicycle and pedestrian plan, it is important to include the people who will use the completed network on a daily basis. To that end, the Village will undertake an outreach effort to ensure that members of the community are providing input; this will include local residents, members of the local school districts, parents of

students, and members of the Downers Grove Bicycle Club. Additionally, the plan will seek to improve the local economy by strengthening the networks that people use to physically arrive at local businesses. It is important, therefore, to engage and include the local business community and top employers – such as Sara Lee, the Dover Corporation, and Pepperidge Farms – in the planning process.

2.6 – Public Engagement

Public engagement efforts will largely be led by consultant staff who will conduct an extensive and innovate outreach process. The plan will be represented largely by a steering committee created specifically for the plan; it will include concerned residents, local business officials, elected officials, and other interested parties. They will be the direct link representing the community interests to consultant staff. Additionally there will be a number of public meetings – including a visioning session, charrette, and specialized focus groups. These will be extensively promoted through a variety of media outlets to increase attendance, while the focus sessions will be designed to attract audiences that generally do not attend public meetings.

The public engagement effort will also continue through other media outlets, including an online presence through Facebook and Twitter. Additionally, outreach will be conducted for community members unable to attend public meetings through surveys and online mapping exercises utilizing both GIS and Google Maps. The Village of Downers Grove has also had a great deal of success in providing information to its residents in video form. Consultants will considered continuing this method by providing video updates of the planning process after key milestones have been met.

2.7 – How will the Plan Meet CMAP's Livable Communities and Regional Mobility Principles?

CMAP's Livable Communities principles focus on improving the quality of life for individual municipalities. Livability is a complex issue to define, but it could be said to be communities providing residents with a variety of choices, be it for transportation, recreation, shopping, or housing. Downers Grove views itself as a community of opportunity and choice and has taken active steps to assure that its' residents have choices through the creation of thoughtful planning documents.

To that end, the Village views the Downers Grove Bicycle and Pedestrian Plan as being in line with GO TO 2040's principles of livable communities. Specifically, the plan will promote infill and compact development as a way to promote walkability; promoting increased access to jobs and educational facilities through new active transportation infrastructure; providing new and efficient routes to public transit in order to increase ridership; using walking and biking in order to support healthy lifestyles and environmentally conscious decisions; and using this plan to engage and coordinate cross jurisdictional decisions.

Additionally, the principal of Regional Mobility as defined by GO TO 2040 seeks to create a unified transportation network that is characterized by multiple transportation choices. To accomplish this, GO TO 2040 supports increased regional connectivity, a greater mode share for bicycling, walking and public transit use; and financing and land use reform which will foster an increase in density surrounding public transit and along key corridors.

More specifically for the proposed Downers Grove Bicycle and Pedestrian Plan, GO TO 2040 states that "investments of all types should take a multimodal approach, with

consideration for transit users, bicyclists and pedestrians.” Downers Grove is committed to this “Complete Streets” approach to roadway planning, and will use this planning document to make targeted decisions and strategic investment to increase service for bicyclists and pedestrians. These changes will have meaningful effects on how residents access local destinations and public transit.

PROJECT DETAILS

3.1 – Project Description

The Village of Downers Grove will undertake, with a consulting firm serving as technical advisors, a process to update and integrate its existing Bikeway and Pedestrian Plans. This plan will seek to increase bicycling, walking and transit use, improve the safety of everyone who uses roadways, foster local economic growth, and improve the health and environmental well being of Downers Grove.

3.2 – Project Study Area

The study area of the proposed plan will encompass the entire Village of Downers Grove; special attention will be paid, however, to the downtown area, key employment areas, Metra and Pace stations, and areas with existing infrastructure.

3.3 – Proposed Project Scope of Services

Although technical assistance is being provided in partnership with a transportation planning firm, the work will be directed by Village staff, the Transportation and Parking Commission, and the steering committee with the goal of providing a community-driven process that reflects the unique bicycle and pedestrian needs of residents. The Village of Downers Grove will work with an outside consultant to develop a specific planning process that meets the Village’s needs. The following steps, however, are the anticipated process Downers Grove will seek to undertake to create its updated bicycle and pedestrian plan which will take an estimated four to six months.

- *Task One*
Title: Project Kickoff
Description: The Village and the consultant staff will establish project objectives.
- *Task Two*
Title: Formation of Steering Committee
Description: A steering committee made up of key business members, residents, Village staff, elected officials, and other stakeholders will be created. This steering committee will begin by establishing key goals and priorities to create plan-specific objectives.
- *Task Three*
Title: Research
Description: Extensive field work will be conducted to determine the existing conditions for walking and bicycle infrastructure throughout the Village. Other data to be investigated will be local crash statistics, roadway conditions, future routes, transportation-related municipal, school, and park policies, and existing education and outreach programs. At this same time, a marketing and communications plan will be created for future public engagement.

- *Task Four*
Title: Public Engagement
Description: The consultant will conduct extensive community outreach including a visioning session, charrette, and specialized focus groups. The consultants may also utilize key stakeholder interviews, online surveying and on-the-street surveying tools.
- *Task Five*
Title: Analysis
Description: Using data from research and public engagement, consultant staff will analyze the existing conditions and determine the best steps needed to improve the local bicycle and pedestrian network through changes to policy and programs. These recommendations will be specific to local issues but based on broadly accepted standards and best practices. Once the recommendations are completed, they will be presented to the steering committee.
- *Task Six*
Title: Adoption
Description: Following the approval of the recommendations by the steering committee, the consulting firm will prepare a draft plan which will again be reviewed by the steering committee. Changes will be made as requested before the plan is presented to the Transportation and Parking Commission and the Village Board for final approval.
- *Task Seven*
Title: Implementation
Description: The bicycle and pedestrian task force created for the purposes of this plan will engage the community through educational outreach and promoting awareness of the plan. Village staff will work to find resources and funding in order to fully implement the plan.

INTEGRATED TRANSPORTATION AND LAND USE PLANS

GO TO 2040 defined a vision of the Chicago area as one of livable communities knitted together through an efficient regional transportation network characterized by transportation options. More specifically, GO TO 2040 foresees livable communities as more compact, accessible, and with multiple transportation options. Likewise a community effectively demonstrating GO TO 2040 Regional Mobility principles would support regional connectivity, increase transportation options, and use changes in financing and land use policies to encourage transit orientated development.

The proposed Downers Grove Integrated Bicycle and Pedestrian Plan will build upon these elements by creating a document that goes beyond the scope of traditional transportation plans. The Downers Grove plan will effectively build upon GO TO 2040 by increasing the livability of the Village while enhancing both the local and regional transportation network.

4.C.1 – Principles of Livable Communities

1. *Support for infill and reinvestment.*

GO TO 2040 identifies compact, mixed-use development as a priority for supporting transit. Downers Grove is at an advantage in that it is home to three Metra stops;

currently, however, the land use surrounding the Downers Grove and Belmont stops are not fully developed and insufficiently dense. Although the existing Comprehensive Plan has detailed the future land use priorities for the key development areas, they do not contain specific recommendations for improving bicycle and pedestrian conditions for these areas. A detailed bicycle and pedestrian plan would supplement the development priorities while expanding upon the broader goals of the GO TO 2040 Plan.

2. *Address density, mixing uses, and walkability.*

It is important to knit destinations, areas of density, and transit stops together especially for pedestrians. Currently the Downers Grove network has a solid foundation, but requires further study to identify where the most important destinations in the Village are located as well as the impediments and barriers in accessing them. The identification of problem intersections, gaps in the pedestrian network, and locations that are not ADA compliant will all be analyzed in order to create both policy and program recommendations.

3. *Addresses housing affordability, particularly near transit.*

The proposed Bicycle and Pedestrian Plan would make public transit access a priority. This includes making sure that there are an increased number of destinations within a reasonable distance to transit, especially new housing units. Additionally new connections from residential areas to public transit stops will be prioritized in order to facilitate new transit ridership.

4. *Involves jurisdictional coordination.*

Downers Grove is an area of converging jurisdictions. The Illinois Department of Transportation, the DuPage County Division of Transportation, Metra, Pace and the Village itself all manage significant elements of Downers Grove's transportation network. The Village understands that there exist significant challenges in coordinating the activities of these parties. The completion of a unified Bicycle and Pedestrian Plan, however, would greatly aid in establishing Downers Grove's priorities and influencing the decisions of other jurisdictional authorities.

Additionally, access to parks and schools will be a large priority and the plan will include coordination between the school districts, the park district and the Village. The Plan will balance their individual goals and priorities to create a community-wide network that will foster safe access to schools and parks.

5. *General consistency with "Livability Principles" of the federal Sustainable Communities Initiative.*

The proposed Bicycle and Pedestrian Plan is consistent with the priorities of the Sustainable Communities Initiative, meeting all six of the goals. By making improvements to bicycle and pedestrian infrastructure improvements, the Village will improve transportation options. In this way too, access to affordable housing will be improved, especially when it is linked to transit options through a broader network. Additionally, economic competitiveness will improve throughout the Village as access to jobs and education facilities increase with infrastructure improvements. The final plan will also contain a detailed matrix which will outline which funding streams should be targeted to implement the plan's recommendations; bicycle and pedestrian infrastructure generally have strong financial backing especially with steady funding streams such as the Surface Transportation Program and the Illinois Transportation

Enhancement Program. Collaboration too will be an important goal as many jurisdictions converge around transportation issues, a detailed plan will identify local priorities and needs. Finally, a community-driven plan will firmly establish the goals and objectives of the residents themselves and what they view as most important for the future of Downers Grove.

4.C.2 – Principles of Regional Mobility

1. *Support the maintenance and modernization of the existing transportation system.*
The Village of Downers Grove currently has a transportation network orientated towards motorized vehicles and does not fully accommodate all roadway users in all areas. The planning process will identify those streets that are most important to local and regional connectivity and make recommendations in order to better accommodate all types of transportation and bring them into compliance with Complete Streets standards.
2. *Support the use of alternative transportation including walking, biking, and transit.*
The health and environmental benefits of increasing bicycle and pedestrian as transportation options cannot be understated. Encouraging residents to walk or bike to Metra stops will not only improve overall Village health, but environment as well as vehicle miles traveled decreases. Just as importantly, the plan will include outreach, education and enforcement efforts. These kinds of outreach can increase active transportation and will compose a significant part of the plan.
3. *Provide support for transit through small-scale infrastructure investments, supportive land use, or other policies.*
Downers Grove is in the envious situation of having a good deal of public transit access – there are currently ten Pace lines and three Metra stops on the Burlington Northern Santa Fe line. The proposed plan would increase access to these stops throughout the Village. Further, bike infrastructure improvements are generally done at a much lower cost than other roadway improvements, requiring only signage and road striping in many cases.