Village of Downers Grove

Report for the Village Council Meeting

Table 1 - Council Agenda item.

Subject	Intergovernmental Agreement (IGA) with Northern Illinois Transit Authority (NITA) for Access to Transit Grant Funding
Submitted By	Stephanie Graves, Acting Director of Engineering

Synopsis

A Resolution has been prepared authorizing the execution of an intergovernmental agreement with the Northern Illinois Transit Authority (NITA) for the Access to Transit Grant (curb extensions near Belmont Train Station).

Strategic Plan Alignment

The goals for 2025-2027 include *Top Quality Infrastructure* and *Exceptional Municipal Services*.

Fiscal Impact

The fiscal year 2027 budget includes $225,183 for this project. The Access to Transit grant will reimburse the Village with $202,665 (80% of project cost). The total fiscal impact is $22,518 (20% of project cost).

Recommendation

Approval on the November 10, 2026 Consent Agenda.

Background

The Village applied to the Northern Illinois Transit Authority (NITA), formally known as Regional Transit Authority (RTA), Access to Transit Grant in January of 2026, and was notified of award in June of 2026.

The grant application was for the design and construction cost to complete curb extensions at the west and east Belmont Road ramps north of the Burlington Northern Santa Fe (BNSF) Railroad near the Belmont Train Station. The grant will cover a total of 80% of the project cost, paid to awardee on a reimbursement basis.

The design of this project is expected to take place in house in the winter of 2026/2027 with construction expected in the summer of 2027.

Attachments

Resolution

Agreement

Resolution No.

A Resolution Authorizing Execution of an Intergovernmental Agreement Between the Northern Illinois Transit Authority and Village of Downers Grove Contract No.: A2T-2026-09

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

SECTION 1. That the form and substance of a certain Intergovernmental Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and the Northern Illinois Transit Authority ("NITA"), for pedestrian access improvements in the vicinity of the Belmont Train Station, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

SECTION 2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

SECTION 3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

SECTION 4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

_____

By: Mayor

Passed:

Published:

Attest:

_____

By: Village Clerk

INTERGOVERNMENTAL AGREEMENT
between
THE NORTHERN ILLINOIS TRANSIT AUTHORITY
and
VILLAGE OF DOWNERS GROVE, ILLINOIS
Contract No.: A2T-2026-09

This Intergovernmental Agreement ("Agreement") is entered into by and between the Northern Illinois Transit Authority ("NITA"), formerly the Regional Transportation Authority, a municipal corporation created under the laws of the State of Illinois, and the Village of Downers Grove, Illinois ("Grantee"), a municipal corporation created under the laws of the State of Illinois (NITA and the Grantee are each referred to herein individually as a "Party" and collectively as the "Parties").

This Agreement is entered into by the Parties pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1 et seq.).

SECTION 1. NATURE AND PURPOSE OF AGREEMENT

a. The Parties to this Agreement desire to ensure the completion of a project which will include the construction of pedestrian access improvements in the vicinity of the Belmont Metra Station.

b. NITA and the Grantee each have the statutory authority to sponsor, participate in, and support the Project and to enter into this Agreement. The purpose of this Agreement is to set forth the Parties' respective understandings, covenants, and obligations with respect to the Project.

c. The Grantee shall carry out and complete the Scope of Work described in Section 1(a), in accordance with the terms and conditions of this Agreement.

SECTION 2. FUNDING THE PROJECT

a. The estimated Project budget is $225,183.

b. The Grantee shall contribute $22,518 toward the Project.

c. NITA shall contribute $202,665 toward the Project.

d. Unless otherwise provided in this Agreement, the Grantee shall be responsible for any Project cost overruns.

SECTION 3. PAYMENT CONDITIONS AND PROCEDURES

a. Allowable costs shall be limited to those necessary in order to accomplish the Project.

b. Allowable costs shall be reasonable in amount for the goods or services purchased.

c. Allowable costs shall be actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee which have the effect of reducing the cost actually incurred).

d. Allowable costs shall be incurred (and for work performed) after the effective date of this Agreement, unless specific authorization from NITA to the contrary is received (in no event will NITA provide funding to reimburse expenses incurred after expiration of this Agreement).

e. To the extent applicable, allowable costs shall be in conformance with the standards for allowability of costs established by NITA. State of Illinois reimbursement rates apply for travel, lodging, meals and other expenses, as applicable.

f. Allowable costs shall be satisfactorily documented.

g. Allowable costs shall be treated uniformly and consistently under accounting principles and procedures approved or prescribed by generally accepted accounting principles, and those approved or prescribed by the Grantee for its contractors.

h. Allowable costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. If it may be impractical to determine exact costs of indirect or service functions, allowable costs will include such allowances for these costs as may be approved by NITA.

i. In order to receive payments, the Grantee shall execute and submit to NITA a requisition for approval by NITA. Grant funds are reimbursed based on completion of approved project milestones identified in Exhibit A. The Grantee shall use a reimbursement template provided by NITA and submit invoices only after eligible work has been completed.

j. Upon receipt of a completed requisition form and the satisfactory supporting information, NITA shall process the requisition. If the Grantee is complying with its obligations pursuant to this Agreement, NITA shall reimburse the Grantee for apparent allowable costs incurred by the Grantee, up to the maximum amount provided under this Agreement. However, reimbursement of any cost pursuant to this Paragraph shall not constitute a final determination by NITA of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee.

k. The Grantee will be required to submit quarterly progress reports to NITA Quarterly reports will help NITA monitor the Project as it progresses through the required stages. The Grantee understands and agrees that the failure to submit timely and complete performance reports may result in a delay of funds, cancellation of the award, or ineligibility for future funding awards.

l. The Grantee shall provide photos documenting the Project ‘s progress at key milestones throughout the duration of the Project.

SECTION 4. GENERAL TERMS AND CONDITIONS

a. Amendments.

The Parties agree that no change or modification of this Agreement shall be of any force or effect unless such amendment is dated, reduced to writing, executed by all Parties, and attached to and made a part of this Agreement.

Any amendment to the Project’s Scope of Work or location must be submitted in writing to NITA and accepted by NITA prior to making any change to the Project scope.

b. Indemnification.

Unless prohibited by State law, the Grantee will indemnify, defend and hold harmless NITA, its officials, agents and employees against any and all liabilities, losses, damages, claims, injuries, deaths, suits, costs, payments and expenses of every kind and nature, including reasonable attorneys’ fees and disbursements, as a result of claims, demands, actions, suits, proceedings, judgments or settlements, that result from or arise out of any acts or omissions to act by the Grantee, its corporate authorities, employees, agents and assigns in the performance of this Agreement. The Grantee will appear and defend all suits brought upon all such claims, demands, actions and proceedings and shall pay all costs and expenses incidental thereto, but NITA will have the right, at its sole option and expense, to participate in the defense of any suit, without relieving the Grantee of any of its obligations hereunder. The

indemnification obligation contained in this paragraph will survive termination or expiration of this Agreement.

c. Confidentiality.

Any documents, data, records or other information given to or prepared by the Parties pursuant to this Agreement shall be maintained in a confidential manner and shall not be made available to any individual or organization (other than NITA or the Grantee) without prior written approval by NITA, except to the extent required by law.

d. Documents Forming this Agreement.

The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in this Agreement.

e. Warranties and Representations.

In connection with the execution of this Agreement, NITA and the Grantee each warrant and represent that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

f. Non-liability of Public Officials.

No official, employee or agent of NITA or the Grantee will be charged personally by the other Party with any liability or defense costs or be held personally liable under any term or provision of this Agreement or because of NITA's or the Grantee's execution or attempted execution of this Agreement or because of any breach hereof.

g. Counterparts.

This Agreement may be comprised of several identical counterparts, each of which may be fully executed by the Parties hereto and, once executed, will be deemed an original having identical legal effect.

h. Severability.

If any provisions of this Agreement will be held or deemed to be or will in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances will not have the effect of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The

invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement will not affect the remaining portions of this Agreement or any part thereof.

i. Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender will be deemed and construed to include correlative words of the other gender. Words importing the singular number will include the plural number and vice versa, unless the context will otherwise indicate. All references to any exhibit or document will be deemed to include all supplements and amendments to any such exhibits or documents entered into in accordance with the terms and conditions thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement or by operation of law.

j. Cooperation.

NITA and the Grantee agree at all times to cooperate fully with one another in the implementation of this Agreement.

k. Assignment.

Neither NITA nor the Grantee will assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other Party. The absence of written consent will void the attempted assignment, delegation or transfer and will render it of no effect.

l. Force Majeure.

Neither NITA nor the Grantee will be obligated to perform any of their obligations hereunder if prevented from doing so by reasons outside of their reasonable control, including, but not limited to, events of force majeure.

m. Governing Law.

The Parties agree that, notwithstanding conflict of law principles, disputes which arise as a result of this Agreement will be heard in an Illinois court of competent jurisdiction and that Illinois law will be applied.

n. Third Parties.

Nothing in this Agreement is intended to create rights in any parties other than NITA and the Grantee.

o. Appropriation.

If the term of this Agreement extends beyond NITA's current fiscal year (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by NITA's Board of Directors for each subsequent year. If NITA fails to make such an appropriation, NITA may terminate this Agreement with no further funds due and owing the Grantee.

p. Audit and Document Retention.

Each Party, to the extent applicable, shall maintain for a minimum of three (3) years after completion of this Agreement, adequate books, records and supporting documents related to the Agreement and any associated expenditures; the Agreement shall be available for review and audit by each party, their internal or external auditors and the Auditor General of the State of Illinois; and each Party shall cooperate fully with any audit and provide full access to all relevant materials.

q. Notices.

All notices, other communications and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid) or electronic mail addressed as follows:

If to NITA:
175 West Jackson Boulevard, Suite 1550
Chicago, Illinois 60604
Attention: Michael Horsting, Manager, Local Planning
Michael.Horsting@RTAChicago.org

If to the Grantee:
850 Curtiss Street
Downers Grove, IL 60515
Attention: Dave Fieldman, Village Manager
dfieldman@downers.us

or to such other persons or addresses as either Party may from time to time designate by notice to the other. All notices required hereunder shall be deemed properly served if delivered in person or sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified above. All notices sent via electronic mail shall be properly served if sent to the email address above. All hard copy notices required hereunder shall be deemed received on the date of delivery if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is

deposited in the mail. All notices sent via electronic mail shall be deemed received on the date of transmission.

r. Electronic or Digital Signatures.

The Parties hereby agree that this Agreement may be signed by an electronic or digital signature. The Parties further agree that the electronic or digital signatures appearing on and affixed to this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility, and are acknowledged as secure, genuine electronic signatures attributable to the parties executing below, pursuant to the Uniform Electronic Transactions Act (815 ILCS 333/1 et seq.) or any successor law.

SECTION 5. MAINTENANCE

a. Definitions.

As used herein, the terms "maintain" and "maintained" mean keeping the facility in good and sufficient repair and appearance. Such maintenance includes full responsibility for the construction, removal, and replacement of the maintained facility, as needed.

b. General Duty to Maintain.

Before, during, and after completion of construction of the Project, the Grantee will maintain, or cause to be maintained, those portions of the Project under its established jurisdictional authority.

c. Americans with Disabilities Act Compliance

The Grantee will own, operate and maintain any constructed or improved infrastructure as part of the Project, in compliance with the Americans with Disabilities Act of 1990, as amended, Public Right-of-Way Accessibility Guidelines, and all other applicable federal and state laws and regulations.

d. Survives Termination.

The Grantee's maintenance obligations described in this Section will survive termination of this Agreement.

SECTION 6. TERM/TERMINATION

a. Term.

This Agreement will commence as of the date of final execution by both Parties and will continue until December 31, 2029. This Agreement may be extended at the sole discretion of NITA, by advance written notice to the Grantee.

b. Termination.

This Agreement may be terminated by either NITA or the Grantee upon ninety (90) days written notice to the other Party in accordance with Subsection 4(q) of this Agreement.

IN WITNESS WHEREOF, the Northern Illinois Transit Authority and the Grantee have caused this Agreement to be executed, as of the last date of execution set forth below, by their duly authorized officers.

VILLAGE OF DOWNERS GROVE	**NORTHERN ILLINOIS TRANSIT AUTHORITY**
By: _____	**By:** _____
Name: ROBERT T. BARNETT	**Name:** JAMIE RHEE
Title: MAYOR	**Title:** INTERIM EXECUTIVE DIRECTOR
Date: _____	**Date:** _____

EXHIBIT A- PHASE II AND CONSTRUCTION ACCESS TO TRANSIT

Grantee Registration: Awardees must acknowledge acceptance of the award via email. If they have not done so in the past, awardees must create an account in the NITA accounting system and submit all requested documentation within the timeframe specified in the Notice of Award. Failure to respond may result in withdrawal of the award.
Required documentation may include:

- Authorized contact information
- Federal tax identification number
- Banking information

Project Administration: Awardees are responsible for:

- Completing the project in accordance with the approved scope.
- Complying with all applicable federal, state, and local laws.
- Documenting site conditions using photography (before, construction, after)
- Maintaining accurate financial and project records.
- Completing Quarterly Progress Reports in a timely manner
- Notifying NITA of any anticipated schedule or budget changes
- Maintaining documentation supporting all expenditures

NITA may conduct periodic reviews, inspections, or site visits during project implementation.

Milestone Invoicing: Grant funds are reimbursed based on completion of approved project milestones. Awardees shall use a reimbursement template provided by NITA and submit invoices only after eligible work has been completed. Each invoice shall include:

- Invoice cover
- Summary of milestone completed
- Itemized project expenditures for labor and materials
- Copies of contractor invoices
- Proof of payment
- Project schedule updates
- Photographs documenting completed work, when applicable.

NITA will review a draft of submitted invoices for completeness and eligibility prior to reimbursement. Incomplete or inaccurate invoices may be returned for corrections, and accurate invoices will be uploaded for payment to the NITA's invoice payment processing system. Payment will generally be issued after approval in accordance with NITA financial procedures.

Typical reimbursement milestones include:

Milestone	**Example Documentation**
Design Completion	Approved plans and engineer certifications

Procurement	Executed construction contract and materials
Construction Progress	Contractor pay applications and inspections
Final Construction	Final inspection and acceptance documentation

Quarterly Progress Reporting: Awardees shall submit quarterly progress reports throughout the duration of the project. Reports should include:

- Project status
- Activities completed during the reporting period
    - Awardees shall explain the reason if no work occurred during the reporting period
- Percent complete
- Updated project schedule
- Budget status
- Challenges or delays
- Anticipated activities for the next quarter
- Updated project photographs, if applicable

Failure to submit required reports may delay reimbursement payments.

Confirmation of Construction Materials: Upon execution of construction contracts, awardees shall send NITA a materials and quantities list that verifies all major materials incorporated into the project meet the specifications identified in the grant application and award materials. Awardees shall also certify that installed materials are consistent with the approved project scope.

Project Modifications: Awardees shall request written approval before making any significant changes to:

- Project scope
- Budget
- Schedule
- Project location
- Major design elements
- Construction methods affecting project outcomes

Requests shall include justification for the proposed modification and any associated budget or schedule impacts. NITA reserves the right to approve or not approve requested amendments. Approved modifications may require an amendment to the grant agreement.

Project Closeout: Projects shall be considered complete after all work has been finished, all costs incurred, and all required documentation submitted. Within 90 days of project completion, awardees shall submit a Project Closeout package consisting of:

- Final reimbursement request
- Final project report
- Summary of project accomplished
- Photographs of completed improvements

- Final inspection or acceptance documentation
- Certification that all grant funds were used for eligible project costs

NITA will review the closeout package to verify:

- Completion of the approved scope
- Eligibility of expenditures
- Completion of all reporting requirements
- Receipt of required supporting documentation

Following NITA approval, final payment will be processed, and the project will be formally closed.