



RESOLUTION # 22-02

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF SAUK VILLAGE, ILLINOIS AND THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION FOR THE 2020 INVEST IN COOK PROGRAM

January 20, 2022

WHEREAS, the Village of Sauk Village (“SAUK VILLAGE”) and the Northwestern Indiana Regional Planning Commission (“NIRPC”) to aim to create active, safe, and healthy communities by enhancing connectivity through the improvement to the transportation system for all users; and

WHEREAS, the Department of Transportation and Highways of Cook County, Illinois (the “COUNTY”) has approved and awarded SAUK VILLAGE an Invest in Cook grant in the amount of Three Hundred Thousand Dollars (\$300,000) toward the cost of the PROJECT; and

WHEREAS, NIRPC has agreed to reimburse Sauk Village up to Fifty Thousand Dollars (\$50,000) toward the cost of conducting the PROJECT from 2020 federal planning liaison (PL) funds and the PROJECT has been included and approved as part of the 2021 Unified Planning Work Program (UPWP) Amendment #3; and

WHEREAS, a Memorandum of Understanding has already been executed between the Town of Schererville, and the Villages of Sauk Village, Lynwood, Ford Heights and Chicago Heights towards collaboration on the PROJECT; and


WHEREAS, the PROJECT has been included within NIRPC’s 2021-2022 UPWP for the three-county Northwestern Indiana Region and is in conjunction with the programs of the Federal Highway Administration for work of this nature.

NOW, THEREFORE BE IT RESOLVED BY THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION:


Section 1: The Memorandum of Understanding attached hereto as Exhibit A is hereby approved and the Executive Director is authorized and directed to execute said Memorandum of Understanding in substantially the form attached hereto and any and all documentation that may be necessary to carry out the intent of the Memorandum of Understanding.

Section 2: This resolution shall be effective as of the date of its adoption.

Duly adopted by the Northwestern Indiana Regional Planning Commission this twentieth day of January 2022.


Chairperson
Justin Kiel

ATTEST:


Secretary
Greg Stinson

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE VILLAGE OF SAUK VILLAGE, ILLINOIS
AND THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION
FOR PARTIAL REIMBURSEMENT FOR THE OLD PLANK ROAD TRAIL EXTENSION FEASIBILITY STUDY**

The purpose of this Memorandum of Understanding (“MOU”) is to establish the terms by which the Village of Sauk Village (“SAUK VILLAGE”), and the Northwestern Indiana Regional Planning Commission (“NIRPC”), hereafter collectively referred to as the “PARTIES,” will collaborate on partial reimbursement for the 2020 Invest in Cook project to conduct a feasibility study for a potential extension of the Old Plank Road Trail (the “PROJECT”).

WHEREAS, currently, the Old Plank Road Trail’s (OPRT) eastern terminus is in CHICAGO HEIGHTS, but an extension through SAUK VILLAGE, FORD HEIGHTS, LYNWOOD, and DYER could connect the OPRT to the Penny Greenway in SCHERERVILLE, Indiana; and

WHEREAS, an extension of the OPRT would bridge a critical gap in the regional trail system, connect residents and visitors to key destinations, and help to realize a larger vision aimed at revitalizing the Chicago Southland and supporting active, safe, and healthy communities across the Calumet region; and

WHEREAS, Invest in Cook is an annual \$8.5 million program that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction of transportation improvements sponsored by local and regional governments and private partners that are consistent with the priorities of Cook County’s (the “COUNTY”) long range transportation plan; and

WHEREAS, the COUNTY has agreed to award SAUK VILLAGE up to Three Hundred Thousand Dollars (\$300,000) toward the cost of conducting the PROJECT; and

WHEREAS, the Northwestern Indiana Regional Planning Commission has agreed to contribute up to Fifty Thousand Dollars (\$50,000) toward the cost of conducting the PROJECT; and

WHEREAS, the COUNTY and SAUK VILLAGE have entered into an Intergovernmental Agreement that establishes their respective responsibilities for the PROJECT.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, terms, and conditions set forth herein, and in the spirit of intergovernmental cooperation, the PARTIES agree as follows:

1. Incorporation of preambles. The preambles set forth above are incorporated herein and made a part thereof.
2. Establishment of the Old Plank Road Trail extension. In accordance with the intent of the PARTIES to extend the OPRT and support for the Invest in Cook application, the PARTIES hereby agree to participate in the PROJECT, which will include selecting a consultant to conduct existing conditions analysis, gather stakeholder input, and create a final study that identifies trail alignment and access points, among other project objectives.
3. Lead agency. The PARTIES hereby recognize SAUK VILLAGE as the lead agency for the PROJECT. In its capacity as the lead agency, SAUK VILLAGE shall be responsible for coordinating all aspects of the PROJECT with the consultant, the COUNTY, and other agencies, and for monitoring the services performed by the consultant.
4. Funding. NIRPC agrees to reimburse SAUK VILLAGE for the actual costs to complete the PROJECT, up to a total maximum contribution of Fifty Thousand Dollars (\$50,000). No local match is required of SAUK VILLAGE or NIRPC.
5. Consultant selection. The PARTIES commit to a Qualifications Based Selection (QBS) of professional planning and/or engineering consultant(s). The QBS process will be administered by

SAUK VILLAGE and the selection of consultant(s) must be agreed to jointly by all PARTIES that adopt this MOU and in the spirit of selecting the best qualified professionals to meet the needs of the PROJECT.

6. Feasibility/Planning study. The PARTIES agree that this MOU covers only services included in a feasibility/planning study. It does not cover Phase I Preliminary Engineering or other future phases of work.
7. Payment Procedures.

NIRPC shall make periodic payments to SAUK VILLAGE for services rendered in the conjunction with the MOU in the following manner:

 - (A) SAUK VILLAGE shall submit invoices to NIRPC. Invoices should be supported by documentation of included expenses.
 - (B) Invoices shall be accompanied by a narrative progress report describing activities which have been performed and for which reimbursement is being claimed.
 - (C) Following its approved of the invoice and related materials submitted by SAUK VILLAGE, NIRPC shall make payment. Payment will normally be made within thirty days after said approval.
 - (D) All invoices shall be submitted to:
Accounts Payable
Northwestern Indiana Regional Planning Commission
6100 Southport Road
Portage, IN 46368
8. Notices. All notices given under this MOU shall be in writing and shall be either (a) served personally during regular business hours; (b) serviced by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States mail. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Notices shall be served at the following addresses:

Village of Sauk Village	NIRPC
Attn: Mayor Derrick Burgess	Attn: Mitch Barloga
21801 Torrence Avenue	6100 Southport Road
Sauk Village, Illinois 60411	Portage, Indiana 46438
9. Execution. The PARTIES shall each approve this MOU pursuant to a duly passed ordinance or resolution and shall execute a separate signature page and send the original page to SAUK VILLAGE. After all the original signature pages have been received, SAUK VILLAGE shall provide NIRPC with a fully executed copy of the MOU.
10. Incorporation. The provisions set forth herein represent the entire agreement between the PARTIES and supersede any previous oral or written agreements, as it is the intent of the PARTIES to provide for integration within the terms of this MOU. No provision may be modified in any respect unless each modification is in writing and signed by all PARTIES.

IN WITNESS WHEREOF, the PARTIES, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

VILLAGE OF SAUK VILLAGE

By: _____
Mayor Derrick Burgess

Date: _____

Attest: _____

NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION

By: _____
Ty Warner, Executive Director

Date: _____

Attest: _____