

May 1, 2013

**SHELBY COUNTY BOARD MEETING AGENDA**

**May 8, 2013 – 9:00 A. M. in Courtroom B**

1. Call to Order-Prayer - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Chairman Cannon – Approval of Audit Report given at April meeting
5. Kristie Warfel, CEFS Transportation Director –Shelby County Purchase of Service Agreement Addendum for the Provision of Specialized Services under the IDOT Division of Public Transportation and Grant Recipient; Shelby County Job Access Reverse Commute Access(JARC) Application with 2 Resolutions and 2 opinions of counsel; Update on the CEFS Public Transportation Facility Maintenance Project ; Review of Complaint Procedure and Marketing Plan for CIPT
6. County Highway Engineer Alan Spesard – Highway Engineer’s Report; Petition to Replace Culvert in Ash Grove Township; Petition to Repair Lakewood Township Bridge; Resolution for Henderson & Associates to Provide Consulting services for Lakewood Township Bridge Repair; Resolution to award Construction Contract for Shelbyville Township Railroad Crossing Approach; Resolution for Collins Engineering, Inc to provide Underwater Consulting Services for Findlay Bridge Inspection; Resolution to Declare 1988 Ford Tandem Dump Truck as Surplus Property
7. EMA Coordinator/Zoning Administrator Jared Rowcliffe – EMA/Zoning Reports
8. Committee Reports
9. Chairman Updates
10. Chairman Appointments
11. Correspondence
12. Public Body Comment
13. Adjournment

May 8  
2013

Please silence cell phones during the Board meeting.

Prayer this morning is given by Pastor Adam Snyder of Locust Grove Church

SHELBY COUNTY BOARD MEETING

May 8, 2013 – 9:00 A.M.

The Shelby County Board met on Wednesday, May 8, 2013, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Bruce Cannon called the meeting to order. Pastor Adam Snyder of the Locust Grove Church gave the prayer and all present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll. Warren and Williams were absent.

Minutes for the April 10, 2013 board meeting were presented for approval. Mulholland moved to approve the minutes as presented. Hunter seconded said motion, which passed by voice vote (19 yes, 0 no).

Chairman Cannon requested acceptance from the County Board for the Fiscal Year (FY) ending August 31, 2012 Audit report that Robin Yockey, CPA, of Mose, Yockey, Brown and Kull had presented at the April 10, 2013 meeting. Wetherell made a motion to accept the Audit as presented. Clark seconded said motion, which passed by voice vote (19 yes, 0 no).

Kristie Warfel, CEFS Transportation Director, presented the Shelby County Job Access Reverse Commute (JARC) Section 5316 Contracts which includes 2 Resolutions and 2 opinions of counsel. Ms. Warfel explained that these JARC Grant applications will help CEFS CIPT (Central Illinois Public Transportation) expand their hours of service within the 6 county service areas. Discussion was held. Wetherell made motion to approve the 2 Resolutions needed for the Job Access Reverse Commute Section 5316 funding as presented. Simpson seconded said motion, which passed by voice vote (19 yes, 0 no). (Resolutions and JARC contracts attached to these minutes)

The next item Ms. Warfel requested approval for was the Shelby County Purchase of Service Agreement Addendum for the Provision of Specialized Services under the IDOT Division of Public Transportation and Grant Recipient Shelby County Board and CEFS CIPT Program. Warner made motion to approve the Purchase of Service Agreement Addendum as presented. Gergeni seconded said motion, which passed by voice vote (19 yes, 0 no).

Warfel continued by updating the County Board on the CEFS Public Transportation Facility Maintenance Project and the design services which were recently started at the property located at 1505 W. S. 1<sup>st</sup> St. in Shelbyville, which Shelby County recently finalized the purchase of. Warfel also discussed and reviewed with the board the marketing plans and complaint procedures that are being put in place for Central Illinois Public Transportation (CIPT).

At this time, Chairman Cannon called for the County Highway Engineer's report.

Alan Spesard, County Highway Engineer, presented for the board's approval, 2 petitions, 3 resolutions and an agreement for consulting services. The first petition presented was to replace a culvert in Ash Grove Township. Wetherell made a motion to approve the petition as presented. Strohl seconded said motion, which passed by voice vote (19 yes, 0 no). (Petition attached to these minutes).

Spesard presented a Resolution from Collins Engineering Inc., a company qualified to provide underwater bridge inspection of the piers on the Findlay Bridge. This type of inspection is required every 5 years. Strohl made a motion to approve the Resolution as presented. Kearney seconded said motion, which passed by voice vote (19 yes, 0 no). (Resolution attached to these minutes).

The second Resolution Spesard presented, was to award the contract for the Shelbyville Township Railroad Crossing Approach job to Brad Agney Backhoe Service, based on their low bid (\$292, 986.70) submitted at a letting held May 6, 2013. Clark made motion to approve the Resolution as presented. Warner seconded said motion, which passed by voice vote (19 yes, 0 no). (Resolution attached to these minutes).

The final Resolution Spesard requested approval for, was to declare a 1988 Ford Dump Truck as surplus property. Cruitt made motion to approve the resolution as presented. Jordan seconded said motion, which passed by voice vote (19 yes, 0 no). (Resolution attached to these minutes).

The final 2 items Spesard requested approval for, were a petition to repair a bridge in Lakewood Township, and an agreement with Henderson & Associates to provide consulting services for this bridge repair. Bennett made a motion to approve the Petition as presented. Kearney seconded said motion, which passed by voice vote (19 yes, 0 no). Bennett made motion to approve the agreement with Henderson & Associates as presented. Barr seconded said motion, which passed by voice vote (19 yes, 0 no). (Petition and agreement attached to these minutes).

Mr. Spesard continued his report to the board by updating them on several construction projects (Clarksburg RR Approach, Neoga Road and Clarksburg Bridge) that are scheduled to either begin or be completed once the weather cooperates. Prejob meetings are currently scheduled to take place for the Neoga Road Bridge and Oklahoma Bridge on May 22. IDOT will hold a bid letting on June 14, for a closed Bridge in Ash Grove Township. The semi-annual Highway Commissioners conference, which was held at the Highway department on May 3, was well attended. Mr. Spesard thanked EMA Coordinator Jared Rowcliffe and Jeff Houska, Director of Environmental Health Services for the Shelby County Health Department, for the presentations they both gave to those attending the conference. Finishing up his report, Spesard announced that State Senator Chapin Rose had been instrumental in helping Shelby County receive a \$160,000.00 Grant with 100% Funding for Infrastructure Improvements, from the Department of Commerce and Economic Opportunity. Chairman Cannon and Mr. Spesard hope that Senator Rose will be able to attend a County Board meeting in the near future so everyone can personally thank him for helping Shelby County to receive this funding.

Shelby County Board Meeting

May 8, 2013

EMA/Zoning Administrator Jared Rowcliffe highlighted the EMA/Zoning report previously mailed to the Board for their review. (Report attached to these minutes).

Chairman Cannon called for committee reports. (Committee reports are attached to these minutes). Reports were given and items presented for follow-up are as follows:

Finance Committee Chair Amling, reported that the Investment Policy for the County is being reviewed. Finance Committee member Bennett sent a copy of the County's current policy to UCCI for review and suggestions on updating the County's current Investment Policy which is dated 1999.

Insurance Committee Chair Bennett reminded the Insurance Committee of the meeting scheduled for May 9 at 10:00 A. M.

Law Enforcement Committee Chair Kearney stated that the DARE picnic had been well attended on May 6 by 400 students and 100 adults, as well as several vendors.

Chairman Cannon reported that they are having a hard time having a quorum for the monthly Airport Committee meetings. He will speak with State's Attorney Vonderheide to see what options might be available to correct this issue.

Legislative Committee Chair Amling discussed the Ethics Resolution that the committee recently drafted. It was decided to have a copy of this resolution mailed to all of the board members and discuss the approval of this resolution at the June county board meeting.

Chairman Cannon reminded the Budget Committee of their 6 month budget review meeting scheduled for May 10<sup>th</sup> at 1:00 P. M.

Chairman Cannon requested the following appointments:

Ron Koehler, trustee Shelbyville Fire Protection District

Tim Lenz, trustee Strasburg Fire Protection District

George Nuxoll, trustee Sigel Fire Protection District


Durbin, Gergen, and Strohl were reappointed to the Cooperative Extension Committee

Lynn Williams was appointed to the Rescue Squad, Purchasing, and Public Aid Committees

Mulholland made motion to approve the Chairman's appointments. Hayden seconded said motion, which passed by voice vote (19 yes, 0 no).

There was no public body comment and no further business to come before the Shelby County Board.

Clark made motion to assess mileage and per diem for the May meetings, to pay the bills/payroll as approved by the committees and adjourn until the next regular meeting to be held on June 12, 2013. Wetherell seconded said motion, which passed by voice vote (19 yes, 0 no) and the meeting was adjourned at 10:00 A.M.

  
Jessica Fox  
Shelby County Clerk and Recorder

SHELBY COUNTY

5/8/13

REGULAR MEETING

		ROLL CALL			QUESTIONS									
		MILEAGE	5/8/2013 A.M.	/ /2013 P.M.	ON MOTIONS TO AYE	NAY	ON MOTIONS TO AYE	NAY	ON MOTIONS TO AYE	NAY	ON MOTIONS TO AYE	NAY	ON MOTIONS TO AYE	NAY
217	AMLING, ROBERT	35	✓											
110	BARR, KENNETH	50	✓											
116	BEHL, ROBERT H.	42	✓											
117	BENNETT, BARBARA	40	✓											
45	CANNON, BRUCE	26	✓											
133	CLARK, GLENN "DICK"	12	✓											
99	CRUITT, DAVID		✓											
214	DURBIN, JESSE	12	✓											
105	GERGENI, GARY	26	✓											
177	HAYDEN, RICHARD	44	✓											
144	HUNTER, ROBERT JR.	49	✓											
193	JORDAN, ROBERT N.	31	✓											
64	KEARNEY, KAY		✓											
206	LENZ, LARRY	26	✓											
7	MULHOLLAND, FRANK		✓											
221	SIMS, TERRY JOE	24	✓											
274	SIMPSON, ROBERT	32	✓											
46	STROHL, DON	45	✓											
4	WARNER, JOHN		✓											
329	WARREN, JAMES	28	A											
44	WETHERELL, DALE	46	✓											
10	WILLIAMS, LYNN		A											



**Board Resolution**

Number 2013-20

Resolution authorizing application for Public Transportation Financial Assistance under Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316).

WHEREAS, the provision of public transit service is essential to the transportation of persons in the nonurbanized area; and

WHEREAS, Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316), makes funds available to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF *Shelby County*:

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316), for the purpose of off-setting a portion of the Public Transportation Program operating deficits of *Shelby County*.

Section 2. That while participating in said operating assistance program *Shelby County* will provide all required local matching funds.


Section 3. The Shelby County Board Chairman of *Shelby County* is hereby authorized and directed to execute and file on behalf of *Shelby County* such application.

Section 4. The Shelby County Board Chairman of *Shelby County* is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

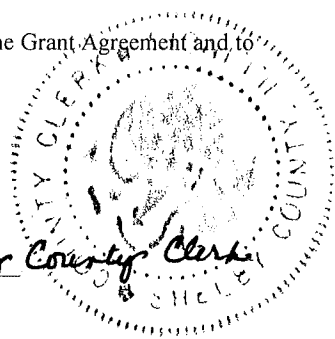
Section 5. The Shelby County Board Chairman of *Shelby County* is hereby authorized and directed to execute and file on behalf of *Shelby County* all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of the Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316).

Section 6. The Shelby County Board Chairman of *Shelby County* is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

PRESENTED and ADOPTED this 8 day of May, 2013

  
(Signature of Authorized Official)

 *Shelby County Clerk*  
(West)



Shelby Co Board Chairman  
(Title)

5/8/2013  
(Date)

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF PUBLIC and INTERMODAL TRANSPORTATION  
AND  
Shelby County

**JOB ACCESS AND REVERSE COMMUTE  
OPERATING AND ADMINISTRATIVE ASSISTANCE  
GRANT AGREEMENT  
(49 USC §5316)**

CONTRACT NO. 4372

STATE GRANT NO. JRC-13-016

FEDERAL GRANT NO. IL-37-4062

CFDA NO. 20.516

FEDERAL PROGRAM: Job Access and Reverse Commute

**NOTE: THIS GRANT AGREEMENT IS FOR COST REIMBURSEMENT ONLY AND,  
IN ACCORDANCE WITH SECTION 5 OF THE GRANT FUNDS RECOVERY ACT  
(30 ILCS 705/5), IT IS PERMITTED TO HAVE A TERM OF MORE THAN  
TWO YEARS.**

Approved as to Form  
by Chief Counsel's Office  
REV: 1/29/13  
JARC OP

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Exhibit A, entitled "Grantee's Section 5316 Application" (on file at the Department)

Exhibit B, entitled "Approved Project Budget"

Exhibit C, entitled "Certifications and Assurances for Federal Transit Administration Assistance Programs" (on file at the Department)

Exhibit D, entitled "Grantee's Board Resolution" (on file at the Department)

Exhibit E, entitled "Section 5333b Special Warranty" (on file at the Department)

This Contract No. 4372 (hereinafter referred to as "Agreement") is made by and between the Illinois Department of Transportation, Division of Public and Intermodal Transportation, (hereinafter referred to as the "State" or "Department") and **Shelby County** (hereinafter referred to as the "Grantee" which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide specialized transportation services in a Non-Urbanized area of Illinois (herein referred to as the "Project"), as described in the Grantee's final approved application which is incorporated herein by reference as Exhibit "A"; and

WHEREAS, the Department has applied under Section 5316 of the Federal Transit Act, as amended, (49 U.S.C. Section 5316), to the Federal Transit Administration (hereinafter "FTA") for federal operating, capital and administrative assistance for this Project; and

WHEREAS, the Department's application has been approved by FTA; and

WHEREAS, the Grantee represents that it is an eligible recipient and has made application to the Department for a specialized transportation grant under the provisions of Illinois Compiled Statutes 20 ILCS 2705/49, *et seq.* and 30 ILCS 740/1 *et seq.* (hereinafter referred to as the "Acts"); and

WHEREAS, the Grantee's final application, including subsequent submittals, information, and documentation, as provided by the Grantee in support thereof, has been approved by the Department:

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree that the above recitals are made a part of this Agreement, that this Agreement is made to provide federal financial assistance (hereinafter referred to as the "Grant") to the Grantee, to set forth the terms and conditions upon which the Grant will be made available, and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, used, and completed. The parties further agree as follows:

#### ITEM 1 - DEFINITIONS

As used in this Agreement:

- A. "Contractor" or "Third Party contractor" means or refers to a vendor or contractor retained by the Grantee in connection with the performance of the Project, and paid or financed, in whole or in part, with funds received by the Grantee in connection with this Agreement.
- B. "FHWA" means the Federal Highway Administration of the United States Department of Transportation.
- C. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- D. "Government" means both the government of the United States of America and/or the State of Illinois.
- E. "Non-Metro", "Non-Urbanized" refer synonymously to any area outside an urbanized area with a population of less than 50,000 inhabitants, as defined by the U.S. Bureau of the Census.
- F. "Project" means the mass transportation project for which grant funds are to be used by the Grantee pursuant to this Agreement, as described in Grantee's final approved application.
- G. "Project Costs" means the sum of eligible costs incurred in performing the work on the Project, including work done by the Grantee, less proceeds from sale of scrap and replaced facilities.
- H. "Section 5316" refers to the "Job Access and Reverse Commute" section of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users. See 49 U.S.C. Section 5316.

- I. "U.S. DOT" means the United States Department of Transportation.

## **ITEM 2 - THE PROJECT**

The Grantee agrees to provide, or cause to be provided through its contractor(s), the specialized transportation services described in the Grantee's final approved application and the service plan on file at the Department's offices and subsequent submittals, information, and documentation, provided by the Grantee in support thereof, all as approved by Department representatives. The Grantee's application and service plan are incorporated into this Agreement and made a part hereof as Exhibit "A". The Grantee shall not reduce, terminate, or substantially change such specialized transportation services, as set forth in Exhibit "A", without the prior written approval of the Department.

## **ITEM 3 - AMOUNT OF GRANT**

The Department will fund up to **100%** of eligible operating deficit and up to **100%** of eligible administrative expenses incurred by the Grantee (and/or Grantee's contractor) during state fiscal year(s) **2013-2014** (hereinafter referred to as "fiscal year") to reimburse the Grantee for the provision of specialized transportation and intercity bus service, as approved by the Department for the Project, up to the amount as stated in the Approved Project Budget.

In no event shall the Department's funding participation under this Agreement exceed the total Department Grant available for the Project. The maximum amount of the operating and administrative assistance for the Project under this Agreement is **\$25,000**.

The Grantee agrees that it will provide, or cause to be provided, from sources other than from this Agreement, sufficient funds in an amount, when combined with the funds received from the Government pursuant to this Agreement, shall equal 100% of the total Project Cost.

The Grantee further understands that the Department shall not make a grant which, when combined with federal funds or funds from any other source, is in excess of 100% of the Project Cost. In the event payment or reimbursement by the Department results in receipt by the Grantee from all sources a total amount in excess of 100% of the Project costs, the Department does not waive its right to require the Grantee to promptly refund any excess funds provided under this Agreement. The determination of any refund due the Department will be made after project close-out and completion of an audit.

## **ITEM 4 - THE PROJECT BUDGET**

The Grantee shall carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the latest Approved Project Budget. A copy of the Approved Project Budget is attached hereto as Exhibit "B", and said Approved Project Budget may be revised from time to time at the sole discretion of authorized Department representatives, but no Budget or revision thereof shall be effective unless and until the authorized Department representative shall have approved the same in writing. However, any amendment to the Approved Project Budget should be in accordance with the provisions of ITEM 35. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

## **ITEM 5 - DOCUMENTS FORMING THIS AGREEMENT**

The Parties agree that this Agreement constitutes the entire agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, that are not specifically set forth in this Agreement, and that all prior arrangements and understandings, verbal or written, are merged into and contained in this Agreement.

The Parties hereto further agree that the entire Agreement consists of this document, entitled "Job Access and Reverse Commute Operating and Administrative Assistance Grant Agreement," together with Exhibit A, entitled, "Grantee's Section 5316 Application" (on file at the Department); Exhibit B, entitled "Approved

Project Budget;" Exhibit C, entitled "Certifications and Assurances for Federal Transit Administration Assistance Programs" (on file at the Department); Exhibit D, entitled "Grantee's Board Resolution" (on file at the Department); and Exhibit E, entitled "Section 5333b Special Warranty," (on file at the Department); all of which are, by this reference, incorporated herein and made a part hereof.

#### ITEM 6 - REVERSION OF GRANT FUNDS

- A. Illinois Grant Funds Recovery Act - This Grant is subject to the Illinois Grant Funds Recovery Act, 30ILCS 705/1. This grant agreement is for cost reimbursement only and, in accordance with Section 5 of the Grant Funds Recovery Act (30 ILCS 705/5), it is permitted to have a term of more than two years. This Grant is valid through **June 30, 2014**, and grant funds are available to the Grantee for costs incurred by the Grantee until said date unless the Department, at its discretion, grants an extension of time. Any grant funds which are not expended or legally obligated by the Grantee at the end of the Grant Agreement or by the expiration of the period of time grant funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Department within 45 days. Project close-out shall be in accordance with the Project Settlement & Close-Out ITEM of this Agreement. This date is subject to further revision at the sole determination and discretion of the Department.

Pursuant to Section 4 of the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., the Grantee agrees to comply with the quarterly reporting requirements set forth by the Department. In the event that the Grantee fails to comply with the reporting requirements, the Department has the right to withhold or suspend the reimbursement of grant funds to the Grantee.

The Grantee also agrees to comply with other requirements of the Illinois Grant Funds Recovery Act whereby the Department, the Auditor General or the Attorney General has the authority to inspect and audit any books, records or papers related to the grant, funds, program or project granted hereunder.

- B. Failure to Appropriate Funds and Failure of Grant Authority - This Grant, and the processing of any requisitions and the payment of any funds under this Agreement, is contingent upon the availability of sufficient funds appropriated to the Department by the Illinois General Assembly and the Department's having continued authority to make or continue this Grant. The Grantee understands and agrees that the obligations of the Department to make any grants or payments under this Agreement are conditional upon funds being appropriated therefore by the General Assembly and the Department's having continued authority to make or continue this Grant. The Grantee shall not hold the Department liable for failure by the General Assembly to appropriate sufficient funds for this Project or the Department's lacking the authority to make or continue this Grant.
- C. This Grant and the processing of any requisitions from the Grantee and the payment of any funds to the Grantee is contingent upon this Project and the Grantee meeting all federal and state requirements, and is further contingent upon the Department's receipt of sufficient Federal funds for this Project.

#### ITEM 7 - ACCOMPLISHMENT OF THE PROJECT

- A. General Requirements - The Grantee shall commence, carry out, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including all documents listed in ITEM 5 above, and in compliance with all applicable laws and Department guidelines, as from time to time adopted.
- B. Pursuant to Federal, State, and Local Law - In the performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable provisions of the current Master Agreement between the Department and FTA. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the

performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

The Grantee agrees that the most recent of such federal and state requirements, in effect at any particular time will govern the administration of this Agreement, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either the Federal Transit Administration or the Department, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new federal and state laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed that may apply to this Agreement. To achieve compliance with changing federal and state requirements, the Grantee agrees to include in all third party contracts financed in whole or in part with Government assistance, specific notice that federal and state requirements may change and such changed requirements will apply to the Project and the contract(s). The Grantee and such contractors further agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable FTA Circulars and 49 CFR Parts 18 and 19.

- C. Funds of the Grantee - The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs.
- D. Changed Conditions Affecting Performance (i.e., Disputes, Breaches, Defaults, or Litigation) - The Grantee shall immediately notify the Department 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.
- E. No Government Obligations to Third Parties - The Department and FTA shall not be subject to any obligations or liabilities by, through or to contractors of the Grantee or their subcontractors or to any other person not a party to this Agreement, in connection with the performance of this Project, without its express written consent, notwithstanding its concurrence in or approval of the award by the Department or FTA of any contract or subcontract or the solicitation thereof. The Grantee agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance.
- F. Illinois Law - Notwithstanding federal preemption, this Agreement shall be construed in accordance with the laws of the State of Illinois.
- G. Grantee's Responsibility for Compliance - Irrespective of the participation of other parties or third party contractors in connection with the Project, the Grantee shall continue to have primary responsibility to the Department and FTA for compliance with all applicable federal and state requirements as may be set forth in statutes, regulations, executive orders, and/or the Master Agreement between the Department and FTA (a copy of which is incorporated herein by reference) or the Grant Agreement for this Project.

## ITEM 8 - REQUISITIONS AND PAYMENTS

- A. Requests for Payment by the Grantee - The Grantee must submit written quarterly requisitions for the reimbursement of eligible costs, and the Department will honor any properly submitted requests in the manner set forth in this ITEM. In order to receive Grant payments pursuant to this Agreement, the Grantee must:
  - 1. complete, execute and submit to the Department requisition forms supplied by the Department in accordance with the instructions contained therein;
  - 2. submit to the Department, as requested, an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period and vouchers, invoices, or other documentation, satisfactory to the Department, to substantiate these costs;



3. where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with any Government payments, to cover all costs incurred through the end of the requisition period;
  4. have submitted all financial and progress reports currently required by the Department; and
  5. have received approval by the Department for all budget revisions required to cover all costs to be incurred through the end of the requisition period.
- B. Payment by the Department - Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of the requisition form and the accompanying information in form satisfactory to the Department, the Department will process the requisition, provided that the Grantee is not in violation of any of the terms of this Agreement, has satisfied the Department of its need for the funds requested during the requisition period, and is making progress, satisfactory to the Department, towards the timely completion of the Project. If all of these circumstances are found to exist, the Department will reimburse apparent allowable costs (incurred or to be incurred during the requisition period) by the Grantee, from time to time, but not in excess of the maximum amount of the Grant therefore as shown in the Approved Project Budget. Requisitions may not be submitted more frequently than quarterly. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Department of the allowability of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Department will make a final determination as to allowability of any payments made to Grantee only after a final audit of the Project has been concluded.

In the event the Department determines that the Grantee is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Grantee stating the reasons for such determination.

- C. Allowable Costs - In addition to the other requirements of this Agreement, to be considered "allowable" for payment purposes, the costs and charges for which reimbursement has been sought must have been actually incurred by the Grantee or its contractors, be documented to the satisfaction of the Department, and meet the criteria set forth in the applicable provisions of the Department's 5310/5316 Grants Management Manual, as revised from time to time.
- D. Disallowed Costs - In determining the eligibility for reimbursement of any cost incurred by the Grantee, the Department will exclude: (i) costs that are not properly documented, actually incurred for the Project, or not allocable to the Project in accordance with the requirements of this Agreement; (ii) all Project costs incurred by the Grantee prior to or after the state fiscal year identified in ITEM 3 of this Agreement or other date specifically authorized by the Department; (iii) costs incurred by the Grantee which are not provided for in the latest Approved Project Budget; and (iv) except as otherwise provided in Department guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Department.
- E. Excluded Costs - Upon notification to the Grantee that specific amounts are owed to the Government, whether for federal claims or state claims for funds recovered from a third party or elsewhere, for excess payments, or for disallowed costs, the Grantee agrees to remit to the Government promptly the amount owed, including any interest due.

The Grantee agrees that the amount of interest due depends on whether or not the principal portion of the debt is treated as a Government claim or is treated as a debt owed to the Government. Thus, the Grantee agrees to remit interest to the Government in accordance with the following:

1. For claims pursuant to the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 et seq., the Grantee agrees that the interest will be calculated in accordance with the

provisions of joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Parts 901.9(a)-(g).

2. For excess payments made by the Government to the Grantee that do not qualify as a "claim" for purposes of the Debt Collection Act of 1982, as amended, the Grantee agrees that the amount of interest depends on whether or not the Grantee is a state instrumentality.

A Grantee that is a state instrumentality agrees that interest will be calculated as provided by U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers", 31 CFR Part 205.

A Grantee that is not a state instrumentality agrees that common law interest will be calculated as permitted by joint U.S. Treasury and U.S. Department of Justice regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Part 901.9(i).

All grants, payments, and obligations of the State under this Agreement are subject to the receipt of funds by the State from FTA and/or authorized pursuant to the "Acts". The Department shall not be liable to the Grantee for any failure or delay in the performance of its obligations to the Grantee, including but not limited to delays in making payments to the Grantee. No debt, payment or obligation of the Department or FTA to the Grantee under this Agreement shall be a general obligation of the Government, but shall be payable, if at all, only from funds received by the Department from FTA and from funds authorized pursuant to the Acts.

#### **ITEM 9 - CONTINUANCE OF SERVICE**

The Grantee agrees to use its best efforts to continue to provide, either directly, through a service agreement, or by contract, as the case may be, the specialized transportation services described in the Grantee's final, approved application and service plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions, and the approval of the Department. At least thirty (30) days prior to (a) any proposed reduction or termination of such service or (b) the filing of a request for such reduction or termination with the Department, whichever comes first, the Grantee shall give written notice of the proposed action to all units of local government within the Grantee's service area. The Grantee shall give written notice of the proposed reduction or termination of service to the Department, detailing the services that are proposed for reduction or termination. The Department shall approve or disapprove the proposed reduction or termination prior to the expiration of the notice period.

#### **ITEM 10 - REAL PROPERTY, EQUIPMENT AND SUPPLIES**

The Grantee acknowledges that the federal government retains an interest in Project Facilities (as defined herein) until, and to the extent, that the federal government relinquishes its interest in such Project Facilities. Unless otherwise approved by the Department, the following conditions apply to real property, equipment and supplies financed or paid for with funds paid to the Grantee under this Agreement (hereinafter referred to as "Project Facilities").

- A. Use of Project Facilities - The Grantee agrees that Project Facilities shall be used for the provision of Project transit services for the duration of their useful life, as determined by the Department. Should the Grantee unreasonably delay or fail to use Project Facilities for the Project during their useful life, the Grantee agrees that the Department may require the Grantee to return the entire amount (or a portion thereof) of Grant funds that were paid to Grantee for the Project. The Grantee further agrees to notify the Department within 30 calendar days from the date any Project Facilities are withdrawn from use in transit service or when Project Facilities are used in a manner substantially different from the representation made by the Grantee in its Application.

The Grantee shall keep satisfactory records with regard to the use of the Project Facilities and shall submit to the Department upon request such information as the Department may require in order to assure compliance with this ITEM, and the Grantee shall immediately notify the Department in all cases where Project Facilities are used in a manner substantially different

from that described in the Grantee's final, approved application. The Grantee shall maintain in amount(s) and form satisfactory to the Department, such insurance or self-insurance as will be adequate to protect Project Facilities throughout the period of required use. The cost of such insurance shall not be an item of allowable cost under this Agreement. The Grantee shall also submit, from time to time, to the Department upon request, a certification that the Project Facilities are still being used in accordance with the terms of this Agreement and further certify that no part of the local contribution to the cost of the Project has been refunded or reduced.

- B. Maintenance - The Grantee agrees to maintain any Project Facilities at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations that the Department, FTA, manufacturer, or contractor may issue (the stricter standard to apply unless expressly excused by the Department), including, but not limited to 49 CFR Parts 18.31 - 18.34 and Parts 19.30 - 19.37 and OMB Circular A-102. For vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be adhered to. For vehicles, the Grantee must establish and follow a written maintenance plan, which includes pre-trip inspections, a preventative maintenance program, and documentation of repairs. The Department and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this ITEM. The Department reserves the right to require the Grantee to restore, repair or replace Project Facilities or pay for damage as a result of abuse, neglect, or misuse of such Project Facilities.

If, at any time during the useful life of the Project Facilities, any of the Project Facilities are not used for the purposes specified in this Agreement, whether by planned withdrawal, misuse, or casualty loss, the Grantee shall immediately notify and receive approval from the Department prior to disposing of such Project Facilities. Any such disposition shall be in accordance with Department procedures and this Agreement.

C. Transfer of Project Facilities

1. Grantee Request - The Government agrees that the Grantee may transfer Project Facilities financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used solely for public purposes, with no further obligation to the Government, provided that the transfer is approved, in advance, by the Department (and the Federal Transit Administration, where required), and conforms with the requirements of 49 U.S.C. Section 5334(h)(1) through 5334(h)(3).
  2. Government Direction - The Grantee agrees that the Government may require the Grantee to transfer title of any Project Facilities financed in whole or in part with federal assistance made available by this Agreement, to the Government or as directed by the Department. The Grantee also agrees that the Government may direct the disposition of Project Facilities financed with federal assistance funds made available under this Agreement, as set forth by 49 CFR Parts 18.31 and 18.32.
- D. Withdrawn Property - If any Project Facilities are not used in specialized transit service for the duration of their useful life as determined by the Department, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Department thereof at least 30 calendar days prior to a planned withdrawal and not later than 30 days following misuse or casualty loss.
1. Federal and/or State Interest in Property - Unless otherwise approved by the Government in the above circumstances, the Grantee agrees to remit to the Department the Government interest in the fair market value, if any, of any item of the Project Facilities whose unit value exceeds \$5,000, or the Project Facility, at the option of the Department. The portion of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Facility to the actual cost of the Project. In the event the Project Facility is prematurely destroyed by fire, casualty, or natural disaster, the Grantee may, alternatively, fulfill its responsibilities with respect to the damaged facilities, by investing an

amount equal to the value of the remaining Government interest in like-kind facilities that are eligible for assistance within the scope of the Project.

2. Fair Market Value - The following requirements apply to the calculation of fair market value:
  - a. Project Facilities - Unless otherwise approved in writing by the Department, the fair market value of the particular Project Facilities involved will be the value as of the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by one of the following methods: (1) appraised value consistent with state standards and federal standards (49 CFR Part 24); (2) on a straight line depreciation of the Project Facilities, based on a useful life approved by the Department irrespective of the reason for withdrawal of Project Facilities from transit use, or (3) the actual proceeds from the public sale of such property. The particular method, in each instance, shall be approved by the Department with an objective to obtain the highest fair market value. Any appraiser employed for such purposes shall have experience in appraising similar project equipment and facilities in accordance with state and federal standards. The fair market value of any of the Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of such Project Facilities immediately before the casualty or fire, irrespective of the extent of insurance coverage.
  - b. Exceptional Circumstances - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that the Government approve the use of another reasonable method of determining fair market value, including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the particular Project Facilities that, for any reason, have been withdrawn from service.
- E. Disposition of Property - After the end of its useful life, if any fixed facility (in whole or in part) or revenue service vehicle funded through this Agreement is planned to be disposed of, the Grantee shall notify the Department thereof not later than 30 days prior to its planned disposition.
- F. Misused or Damaged Property - If damage to any Project Facilities results from abuse, neglect, or misuse that has taken place with the Grantee's knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore those Project Facilities to their original condition, at the Grantee's sole expense, or refund the fair market value of the Government interest in such damaged Project Facility.
- G. Obligations After Project Close-Out - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Agreement and as required by 49 CFR Parts 18.31 and 18.32.
- H. Encumbrance of Project Property - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:
  1. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any of the Project Facilities; or
  2. Obligating itself in any manner to any third party which could result in an encumbrance of any of the Project Facilities.
- I. Insurance Proceeds - If the Grantee receives insurance proceeds as a result of damage or destruction to the Project Facilities, the Grantee agrees to (i) apply those insurance proceeds to the cost of replacing the damaged or destroyed Project Facilities, or (ii) return to the Department

an amount equal to the remaining Government interest in the damaged or destroyed Project Facilities.

## ITEM 11 - PROCUREMENT

- A. Contracts - All contracts funded with assistance provided through this Agreement for goods and property costing between \$300 and \$5,000 and all contracts funded with assistance provided through this Agreement for services exceeding \$10,000 must be approved by the Department prior to the Grantee executing or obligating itself to such contract. Any such contract or subcontract approved by the Department shall contain all of the contract clauses provided pursuant to this Agreement, and to conform to the requirements of FTA 4220.1E "Third Party Contracting Requirements" November 1, 2008 and any later revisions thereto and 49 CFR § 18.36 or at §§ 19.40 through 19.48, and other applicable federal regulations pertaining to third party procurements and subsequent amendments thereto. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open and competitive procurement for each contract as required by state and federal law. No change or modification of the scope or cost shall be made to any such approved contract without prior Departmental approval in writing.
- B. Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by federal and state law, the Grantee agrees and shall require all of its contractors for the Project to agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. Section 5323(h).
- C. Award to Other Than the Lowest Bidder - In accordance with 49 U.S.C. § 5325(c), the Grantee may award a third party contract to other than the lowest bidder in connection with a procurement, only when such award furthers an objective (such as improved long-term operating efficiency and lower costs) consistent with the purposes of 49 U.S.C. Chapter 53, and any implementary regulations that FTA may issue.
- D. Award to Responsible Contractors. In compliance with 49 U.S.C. § 5325(j), the Grantee agrees to award third party contracts only to those contractors possessing the ability to successfully perform under the terms of the proposed procurement. Before awarding a third party contract, the Grantee agrees to consider:
1. The third party contractor's integrity;
  2. The third party contractor's compliance with public policy;
  3. The third party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any; and
  4. The third party contractor's financial and technical resources.
- E. Force Account - FTA and the Department reserve the right to refuse or limit their participation in force account costs.
- F. Capital Leases - To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto and state capital leasing guidelines.
- G. Buy America - Each third party contract utilizing FTA assistance must conform with 49 U.S.C. Section 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661 and any later amendments thereto. The Grantee has read and signed the Buy America Certification (as part of Exhibit C) and will incorporate its provisions as a part of every relevant third-party contract.
- H. Cargo Preference - Use of United States Flag Vessels - The Grantee agrees to comply with 46 CFR Part 381 and to insert the substance of those rules in all applicable contracts issued pursuant to this Agreement.

- I. 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.
- J. Bus Testing - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 CFR Part 665, and any amendments to those regulations that may be promulgated.
- K. Geographic Restrictions - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Department and FTA.
- L. Third Party Disputes or Breaches - The Grantee agrees to pursue all legal rights available to it in the enforcement and defense of any third party contract, and FTA and the Department reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA and the Department of any current or prospective major dispute pertaining to any third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA and the Department 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 FTA's or the Department's immunity to suit.
- M. Fly America - The Grantee will comply with 49 U.S.C. Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- N. Steel Products - The Grantee shall comply with the applicable provisions of the Steel Products Act, 30 ILCS 565, when procuring such products for construction projects funded by state funds.
- O. National Intelligent Transportation Systems Architecture and Standards - To the extent applicable, the Grantee shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, § 5307(c), 23 U.S.C. § 512 note, and the provisions of FTA Notice "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives.
- P. Operating Capital - (Equipment and Supplies between \$300 and \$5,000). The Grantee agrees to follow the procedures and practices for the treatment of Operating Capital costs as set forth in the Department's guidelines contained in the Section 5310/5316 State Management Plan and any other policies or procedures which the Department may issue from time to time. For the purposes of carrying out the Project, the Grantee is to treat certain Operating Capital costs according to the Department's Operating Capital guidelines as follows:
  - 1. Operational Support costs are those eligible Operating Capital items or activities that each have a total cost of \$300 or less; require documentation for audit purposes; need not be recorded in the Grantee's Capital Asset Inventory; and do not require prior Department concurrence and procurement procedures.
  - 2. Equipment and Property costs are those eligible Operating Capital items or activities (exclusive of vehicles) that each have a total cost of between \$300 and \$5,000; must be properly documented and recorded in the Grantee's Capital Asset Inventory; and must conform to Department specified procurement procedures and concurrence requirements.

All capital projects funded through Operating Capital procedures must be used exclusively (100%) for Section 5316, 49 U.S.C. Section 5316 transit purposes. The Grantee may use only up to 10% of its Section 5316 operating funds to fund the 50% share of Operating Capital costs for equipment and property between \$300 and \$5,000.

- Q. Operating Capital Obligations, Expenditures and Control - To be eligible for reimbursement under this Agreement, eligible Operating Capital costs must be incurred during the fiscal years governed by this Agreement. Costs shall be considered incurred if the Grantee has obligated the funds by entering into a third-party agreement or completed a force account activity within the fiscal year governed by this Agreement.

In the event the Grantee has followed all the procedures set forth in the Section 5310/5316 State Management Plan and obtained all required approvals, the Department will revise the Approved Project Budget and send a copy of the revised budget to the Grantee. The Grantee will be only reimbursed after the Department has revised the Approved Project Budget, the Grantee has paid for the activity, and the Grantee has requisitioned the expenses as an Operating Capital item on the standard program requisition forms provided by the Department.

## ITEM 12 - ETHICS

### A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members or agents engaged in the award and administration of contracts supported by federal or state funds. Such code shall provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- The employee, officer, board member, or agent;
  - Any member of his or her immediate family;
  - His or her partner; or
  - An organization that employs, or is about to employ, any of the above.

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

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

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.
- B. Interest of Members of or Delegates to Congress - No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or any benefit therefrom.

- C. Bonus or Commission - The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant or Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or which contributes to the Project Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.
- D. 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. § 1001; 49 U.S.C. § 5307; The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*; and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, as the Government may deem appropriate. The Grantee agrees to include this clause in all state and federal assisted contracts and subcontracts.
- E. Lobbying - The Grantee agrees that it will not use federal assistance to support federal or state lobbying and will not use federal funds to support activities designed to influence the U.S. Congress or the state legislature. The Grantee certifies that it has complied with 31 U.S.C § 1352, as amended by the Lobbying Disclosure Act of 1995 and 49 CFR Part 20. The Grantee has signed the attached Lobbying Certification (as part of Exhibit C) and will incorporate it in its applicable third party contracts and require a comparable certification from its contractors or subcontractors.
- F. Debarment - The Grantee agrees to comply with the requirements of Executive Orders No. 12549 and 12689 "Debarment and Suspension," 31 U.S.C. § n 6101 note, and U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget "Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The Grantee also agrees to obtain certifications on Debarment and Suspension from its third party contractors and subcontracts and otherwise comply with Government regulations. The Grantee has signed the attached Debarment certification (as part of Exhibit C).
- G. Bribery - Non-governmental grantees and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the such grantees or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the Grantee. Such grantees or third party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- H. Trafficking in Persons - To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its contractors and subcontractors with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. § 7104(g), and with "Trafficking Persons: Grants and Cooperative Agreements", 2 CFR Part 175.

**ITEM 13 - ACCOUNTING, RECORDS, AND ACCESS**

- A. Project Accounts - The Grantee shall establish and maintain as a separate set of accounts, or as an integral but identifiable part of its current accounting scheme, accounts for the Project ("Project Accounts") in conformity with requirements established by the Department.
- B. Funds Received or Made Available for the Project - The Grantee shall appropriately record in the Project Account, and deposit in a federally insured bank or trust company, all Grant payments received by it from the Department pursuant to this Agreement and all other funds provided for, or otherwise received on account of the Project, which Department payments and other funds are herein collectively referred to as "Project Funds."



The Grantee shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

The Grantee agrees to report to the Department, at such other times as the Department may prescribe in writing, the amounts recorded, as required above, in the Project Account.

All Project Funds held by the Grantee over one (1) month shall draw interest and the amount of such interest earned shall be reported to the Department in the quarterly Project Account report. Such interest shall be applied to the Project Cost as directed by the Department.

- C. Eligible Costs - Expenditures made by the Grantee shall be reimbursable as eligible costs to the extent they meet all of the requirements set forth below. They must:
1. be made in conformance with Grantee's final, approved application and the Approved Project Budget and all other provisions of this Agreement;
  2. be necessary in order to accomplish the Project;
  3. be reasonable in amount for the goods or services purchased;
  4. be actual net costs incurred by the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by or credited to the Grantee that have the effect of reducing the cost actually incurred);
  5. be in conformance with the standards for allowability of costs established by the Department;
  6. be satisfactorily documented;
  7. be incurred within the state fiscal year governed by this Agreement; and
  8. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department for the Grantee. Those principles include, but are not limited to, OMB Circulars A-87, A-21, A-122, and 48 CFR Part I, Section 31.2. The Grantee shall apply said accounting principles and procedures to its contracts and subcontracts paid, in whole or in part, with funds received pursuant to this Agreement;

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Department.

- D. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Department.
- E. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.
- F. Record Retention - The Grantee shall maintain (and shall cause its contractors and subcontractors to maintain), for a minimum of three (3) years after the completion of the Agreement (which shall

occur after the completion of settlement of audit findings), all books, records, and supporting documents to verify the amounts, receipts, disbursements, names of recipients, and uses of all funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Department, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

- G. General Audit and Inspection - Pursuant to all applicable Office of Management & Budget Circulars, the Grantee shall permit, and shall require its contractors to permit, the Department or any other state or federal agency authorized to perform audits and inspections, to inspect all work, work sites, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Grantee and its contractors with regard to the Project as required by 49 U.S.C. § 5325(g). The Department may also require the Grantee to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles. The Grantee agrees to comply promptly with recommendations contained in the Department's final audit report.
- H. Reporting - At a minimum, the Grantee agrees to provide those reports required by the Department or U.S. DOT's grant management rules or guidelines and any other reports the Government may require, from time to time. Should the grant funds awarded under this Agreement equal or exceed \$25,000 in federal funding, including by addition of subsequent funds, the Grantee agrees to assist the Department in its compliance with the Federal Funding Accountability and Transparency Act (FFATA) Pub. L. 109-282, September 26, 2006, as amended by § 6202 of Pub. L. 110-252, June 30, 2008.
- I. Unused Funds - The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Department any unexpended balance of the Grant. Prior to close-out, however, the Department reserves the right to deobligate unspent funds.
- J. Access to Records of Grantees - The Grantee agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee pertaining to the Project, as required by 49 U.S.C. § 5325(g). The Grantee further agrees to provide, at as many tiers of the Project as required, sufficient access to records as needed for compliance with federal regulations or to assure proper Project management as determined by the Government.

#### **ITEM 14 - RIGHT OF DEPARTMENT TO TERMINATE**

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance herein provided for (i) when the Grantee is, or has been in violation of the terms of this Agreement, (ii) for Department convenience, or (iii) when the Department determines, in its sole discretion, that the purpose of the Acts authorizing the Grant would not be adequately served by continuation of Government financial assistance to the Project. Termination of any part of the Grant will not invalidate obligations properly incurred by the Grantee and concurred in by the Department prior to the date of termination, to the extent they are non-cancelable. Neither the acceptance of a remittance by the Department of any or all Project Funds from the Grantee nor the closing out of Government financial participation in the Project shall constitute a waiver of any claim which the Government may otherwise have arising out of this Agreement.

Upon the occurrence of any condition or conditions listed in this ITEM for termination or suspension, the Parties agree that the Department, by written notice to the Grantee, may elect to withhold or delay payment as provided in the Approved Project Budget, or any portion thereof; or, if payment or payments have already been made pursuant hereto, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such Grant payment or payments, or any portion thereof, which the Grantee has received pursuant hereto.

The foregoing remedies shall become available to the Department if the Grantee violates the terms of this Agreement and/or if one or more of the following occurs:

- A. There is any misrepresentation of a material nature in the Grantee's Application, or amendment thereof, or otherwise in respect to this Agreement or in any document or data furnished pursuant hereto, or in any other submission of the Grantee to the Department in connection with the Grant;
- B. There is pending litigation which, in the opinion of the Secretary of the Department, may jeopardize the Grant or the carrying out of this Agreement;
- C. There has been, in connection with the Grant, any violation of the state or federal regulations, ordinances or statutes applicable to the Grantee, its officers or employees which, in the opinion of the Department, affects this Agreement;
- D. Any contributions provided by the Department pursuant to this Agreement are used for an ineligible purpose;
- E. The Grantee is unable to substantiate the proper use of the Grant provided pursuant to this Agreement;
- F. The Grantee is in default under any of the provisions of this Agreement;
- G. There is a failure to make progress, which, in the judgment of the Department, significantly endangers substantial completion of performance of the Project within a reasonable time;
- H. The Grantee has failed to maintain the Project Facilities as required by this Agreement;
- I. The Department determines that the purpose of the Acts would not be adequately served by continuation of state or federal assistance to the Project; or
- J. The state Legislature fails to make sufficient appropriations for this Grant.

The Grantee shall include similar provisions for suspension or termination in its third party contracts. Such contracts shall also describe conditions under which the contract may be terminated for default and for circumstances beyond the control of the contractor or subcontractor.

#### **ITEM 15 - PROJECT SETTLEMENT AND CLOSE-OUT**

Upon receipt of notice of successful completion of the Project or upon termination by the Department, the Department shall perform a final audit of the Project to determine the allowability of costs incurred, and shall make final determination of amounts due to the Grantee under this Agreement. If the Department has made payment to the Grantee in excess of the final total amount determined by the audit to be due the Grantee, the Grantee shall promptly remit such excess to the Department. The Project close-out occurs when the Department notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by final audit, to the Grantee, or when an appropriate refund of Government Grant funds, as determined by final audit, has been received from the Grantee and acknowledged by the Department. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Department.

## **ITEM 16 - GRANTEE'S WARRANTIES**

The Grantee represents that it has lawfully entered into this Agreement. The Grantee further agrees to initiate and consummate any and all actions that may later be necessary to make this a legal and binding obligation and agreement of the Grantee. The Grantee warrants that there is no provision of its charter or by-laws, or any rules, regulations, or legislation, which prohibits, voids, or otherwise renders unenforceable against the Grantee any provision or any clause of this Agreement or any law referred to in this Agreement. The Grantee warrants further (i) that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith, (ii) that the Grantee has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed hereunder, and (iii) that the Grantee will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed hereunder. The Grantee agrees that prior to Department execution of this Agreement, the Grantee will provide to the Department:

- A. An opinion of counsel, acceptable to the Department that the Grantee is an eligible participant in the Project, that the Grantee has complied fully with the pertinent requirements of state and federal law, its charter, bylaws and internal procedures in entering into this Agreement; that there is no pending litigation concerning the authority of the Grantee to enter into and carry out this Agreement, and that this Agreement is legally binding upon the Grantee;
- B. An executed copy of the "IDOT & FTA Assistance Programs Certifications and Assurances" which is incorporated herein by reference as Exhibit C (on file at the Department); and
- C. A certified copy of the resolution of the Grantee's governing board authorizing and approving execution of this Agreement which is incorporated herein by reference as Exhibit D (on file at the Department).
- D. An executed Section 5333b Special Warranty which is incorporated herein by reference as Exhibit E (on file at the Department).

## **ITEM 17 - CONTRACTS OF THE GRANTEE**

The Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project, without the prior written approval by an authorized representative of the Department except where expressly provided otherwise in Department guidelines, or where specifically approved in writing by the Department. Each contract entered into by the Grantee must be approved by the Department prior to the Grantee executing such contract, except as provided in Department guidelines.

The Grantee shall include a requirement in all Grantee contracts with third parties that the contractor complies with the requirements of this Agreement in performing such contract, and that the contract be subject to the terms and conditions of this Agreement.

## **ITEM 18 - THIRD PARTY CONTRACT CHANGES**

After approval thereof by the Department, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee, and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as provided in Department guidelines, unless such change or modification is specifically approved in writing by the Department, and, where the budget is affected, until the Approved Project Budget has been amended by the Department as may be necessary to accommodate such change or modification.

## **ITEM 19 - COOPERATION IN CONNECTION WITH INSPECTION**

In connection with any inspection on behalf of the Department under this Agreement the Grantee agrees to cooperate fully by making available to the Department reports of all prior inspections (including quality control and safety) and by performing such analyses and tests and furnishing of reports thereof as may be

reasonably requested by the Department, and by allowing Department representatives to carry out any and all physical inspections of Project Facilities, examinations of Project records thereof, as may be requested, from time to time, by the Department. All such inspections shall be performed with minimum disruption or interference with the service provided or supported by this Agreement. The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee's responsibility to conform its work to this Agreement, to maintain and repair such Project Facilities, maintain its work schedule, and to meet any other obligation assumed by the Grantee hereunder.

**ITEM 20 - INDEMNIFICATION AND INSURANCE**

The Grantee agrees to save harmless and indemnify the Government, and its agents, officers and employees, from any and all losses, expenses, damages (including loss of use), suits, demands and claims and shall defend any suit or action, whether at law or in equity, brought based on any alleged injury (including death) or damage arising from the actions or inactions of the Grantee, and/or the Grantee's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the Government and its officials, employees and/or agents in connection therewith.

The Grantee agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance, as will protect the Grantee from any and all claims for damages to property (including applicable flood insurance) or for bodily injury (including death), which may arise from or in connection with the operations, actions or inactions by the Grantee or by anyone directly or indirectly employed by the Grantee or associated with it, and the Grantee shall at all times during the Project maintain and furnish the Department with current certificate(s) evidencing all such required insurance coverage with the Government named as an additional insured and protected party where appropriate. The cost of such insurance carried by the Grantee shall not be an item of eligible Project Cost.

**ITEM 21 - NON-WAIVER**

The Grantee agrees that in no event shall any action or inaction on behalf of or by the Department, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department 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 the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department 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.

**ITEM 22 - INDEPENDENCE OF GRANTEE**

In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of the Government. Furthermore, the Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of the Government and will not by reason of any relationship with the Grant make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the Government including but not limited to, rights and privileges concerning workers compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

**ITEM 23 - LABOR LAW COMPLIANCE**

- A. General Labor Compliance - If applicable and except in a construction contract of \$2,000 or less, and except in a third party contract for supplies, materials or articles ordinarily available on the open market, the Grantee agrees to comply with the Labor Law Compliance provisions of the current Federal Capital Grant Master Agreement pertaining to the Project, if any, and all

applicable state and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee also agrees to require every contractor doing construction work or performing professional or consulting services in connection with the Project to agree to such compliance, including compliance with the statutory requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and Copeland "Anti-Kickback" Act.

- B. Standard Public Transportation Employee Protective Arrangements - To the extent that FTA determines that public transportation operations are involved, the Grantee agrees to carry out the public transportation operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Grant and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Grantee's Project from which federal assistance is provided to support work on the underlying contract. The Grantee agrees to carry out that work in compliance with the conditions stated in the U.S. DOL's certification. The requirements of this subsection, however, do not apply to any agreement financed with federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, for projects for nonurbanized areas authorized by 49 U.S.C. § 5316, or projects for the over-the-road bus accessibility program authorized by § 3038 of the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended, and as amended by § 3039 of SAFETEA-LU, 49 U.S.C. Section 5310 note. Alternative provisions for those projects are set forth below.
- C. Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas - If the grant involves transit operations financed in whole or in part with 49 U.S.C. § 5316 federal assistance, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor and the procedures implemented by U.S. DOL Guidelines in accordance with "Section 5333(b), Federal Transit Law," 29 CFR Part 215, or any revisions thereto.
- D. Employee Protective Arrangements for Projects Financed by Over-the-Road Bus Accessibility Program - To the extent applicable, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Over-the-Road Buss Accessibility Program agreed to by the U.S. Secretary of Transportation and Labor, and with the U.S. DOT guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any revisions thereto.
- E. Third Party Contracts - The Grantee agrees to include any applicable requirements of this ITEM in each contract and subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.
- F. The Grantee agrees to comply with the specific U.S. Department of Labor Transit Employee Protective Requirements referenced as Exhibit E (on file with the Department).

#### ITEM 24 - CIVIL RIGHTS

- A. Federal Nondiscrimination - The Grantee agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this Project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d *et seq.*; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12132 *et seq.*; Federal Transit Law at 49 U.S.C. § 5332, 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; and FTA Circular 4702.1A, "Title VI and Title VI – Dependent Guidelines for Federal Transit Administration Recipients", May 13, 2007.

B. Federal Equal Employment Opportunity - The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA:

1. General Requirements – The Grantee agrees as follows:

- a. Discrimination Prohibited - In accordance with 42 U.S.C. § 2000e, 49 U.S.C. § 5332, the Grantee agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies including the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 *et seq.*, (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. No. 11246 Relating to Equal Employment Opportunity") that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.
  - b. EEO Program Incorporated by Reference - If the Grantee is required to submit and obtain approval of its EEO program, that EEO program approved by the Government is incorporated by reference and made part of this Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee's eligibility to obtain future financial assistance in transportation projects.
2. Age - In accordance with 49 U.S.C. § 5332, the Grantee agrees to refrain from discrimination against present and prospective employees for reasons of age. The Grantee further agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, with U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Financial Assistance," 45 CFR Part 90, and with The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625.
  3. Disabilities - In accordance with 42 U.S.C. Section 12112, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.
  4. Sex - In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal regulations that may be promulgated.
  5. Language Proficiency - In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order "Improving Access to Services for Persons with Limited English Proficiency", 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipient's

- C. Illinois Human Rights Act - The Grantee shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. It is understood that the term "contractor" shall also mean "Grantee." The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

In the event of the Grantee's non-compliance with any provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights (hereinafter "Department" for this subsection only), the Grantee may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Grantee agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Grantee's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with such Act and Rules and Regulations, the Grantee will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this ITEM in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement/contract, the Grantee will



be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the Department in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, the Grantee will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

- D. Sexual Harassment - The Grantee will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.
- E. Disadvantaged Business Enterprise ("DBE") - To the extent required by federal law, regulation, or directive, the Department encourages all of its grantees to make a good-faith effort to contract with DBEs. Grantees who receive more than the minimal federal assistance threshold (currently Grantees receiving planning, capital, and/or operating assistance who will have contracting opportunities (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a federal fiscal year, see 49 CFR Part 26.21) agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:
1. The Grantee agrees to comply with Section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto that may be issued during the term of this Agreement.
  2. The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBE's have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*
  3. The Grantee agrees to include the following clauses in all agreements between the Grantee and in all third party contracts funded in whole or in part with Government assistance:
    - a. "The Grantee or subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The (contractor or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S.DOT-assisted (contracts or agreements). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreement), that may result in the termination of this (contract or agreement) or such other remedy as the Department deems appropriate."
    - b. "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 60 days from the receipt of each payment the prime contractor receives from (the Grantee). The prime contractor agrees further to return retainage payments to each subcontractor within 60 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment

from the above referenced time frame may occur only for good cause following written approval of (the Grantee). "

F. Disabilities

1. Americans with Disability Act (ADA) - The Grantee shall comply with all applicable state and federal requirements under the ADA.
  2. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with 49 U.S.C. Section 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 *et seq.*; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, *et seq.*; and the following regulations and any amendments thereto:
    - a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
    - b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
    - c) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192 and 49 CFR Part 38;
    - d) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
    - e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
    - f) U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
    - g) U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
    - h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
    - i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
    - j) U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194;
  3. Over-the-Road Accessibility Program (OTRB) – The Grantee agrees to comply with the requirements of § 3038 of TEA-21, as amended by § 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. The Grantee also agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 35 CFR Part 1192 and 49 CFR Part 38.
- G. Confidentiality - Drug or Alcohol Abuse – To the extent applicable, the Grantee agrees to comply with the confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, 42 U.S.C. §§ 201 *et seq.*, and any amendments thereto.

- H. Seat Belt Use – The Grantee shall encourage on-the-job seat belt use policies and programs for its employees in accordance with U.S. Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note.
- I. Transportation Infrastructure Finance and Innovation Act – The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFA), with regard to any TIFA funds received by the Grantee.

The Grantee also agrees to include the requirements of this ITEM in each applicable contract or subcontract financed in whole or in part with federal assistance.

#### ITEM 25 - SEVERABILITY

The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

#### ITEM 26 - INTELLECTUAL PROPERTY

##### A. Patent Rights

1. In accordance with 37 CFR Part 401, if any invention, improvement, or discovery of the Grantee or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify the Department and FTA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.
2. The Grantee agrees to include this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.

##### B. Rights in Data and Copyrights

1. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.
2. The following restrictions apply to all subject data first produced in the performance of this Agreement:
  - a. Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

- b. As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, the Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:
        - (i) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
        - (ii) Any rights of copyright to which a grantee or a third party contractor purchases ownership with federal or state assistance.
3. When the Government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Department's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Department determines otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in subparagraph (B)(2) of this ITEM, the Government may make available to the Grantee and/or any third party contractor, or third party subcontractor, either the Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph (B)(1) of this ITEM and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.
4. Unless prohibited by state law, the Grantee agrees to indemnify, save and hold harmless the State of Illinois and FTA, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. However, the Grantee shall not be required to indemnify the State of Illinois and FTA for any such liability arising out of the wrongful acts of employees or agents of the Government.
5. Nothing contained in this ITEM pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Department and FTA under any patent.
6. The requirements of subparagraphs (B)(2), (3), and (4) of this ITEM do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.
7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs (B)(1) through (B)(6) of this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.
8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.

- C. Export Control – The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

#### ITEM 27 - SCHOOL BUS AND CHARTER SERVICES OPERATIONS

- A. School Bus Operations - Pursuant to 20 ILCS 2705/2705-305(f), 49 U.S.C. Section 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605, and as a condition of receiving grant monies from the Department, the Grantee certifies, by signing this Agreement, that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards. If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served thereby and operates a separate and exclusive school bus program for the school system. The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 2705-305(f) after the date of this certification and this Agreement.
- B. Charter Bus Operations - Neither the Grantee nor any transit operator performing work in connection with this Project shall engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations "Charter Service," 49 CFR Part 604, and any subsequent Charter Service regulations or federal directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

The Grantee agrees not to engage in either school bus or charter operations, and has further signed the certification referenced hereto as part of Exhibit C. If the Grantee or any operator violates the charter or school bus agreement required by 49 U.S.C. § 5323(f), the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or U.S. DOT.

#### ITEM 28 - LABOR PROVISIONS

- A. Nonconstruction Contracts - Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all nonconstruction contracts of \$2,500 let by the Grantee in carrying out the Project:
1. Contract Work Hours and Safety Standards - The requirements of the clauses contained in 29 CFR Part 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, and not to any of the other statutes cited in 29 CFR Part 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deduction made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

2. Nonconstruction Subcontracts - The contractor or subcontractor shall insert in any subcontract the clauses set forth in 29 CFR Part 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR Part 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.
- B. State and Local Government Employees - The provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, as amended, apply to state and local government employees participating in the FTA assisted project with the Grantee.
  - C. Illinois Public Works Preference Act - To the extent applicable and consistent with federal law, the Grantee shall include in all third party contracts the applicable provisions of the Illinois Public Works Preference Act, 30 ILCS 560.
  - D. Employment of Illinois Workers - To the extent applicable and consistent with federal law, the Grantee agrees to include in all third party contracts the applicable provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570.

#### **ITEM 29 - SUBSTANCE AND ALCOHOL ABUSE /DRUG FREE WORKPLACE**

The Grantee agrees to comply with the Illinois Drug Free Workplace Act 30 ILCS 580, and U.S. DOT Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 *et seq.*, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, and any other guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and the Grantee has signed the Drug Free Workplace Certification referenced in this Agreement (as part of Exhibit C).

#### **ITEM 30 - ENVIRONMENTAL REQUIREMENTS**

The Grantee recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA), as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53.

Accordingly, the Grantee agrees to adhere to, and agrees to impose on its third party contractors, any such federal and state requirements as the Government may now or in the future promulgate. The Grantee expressly understands that the following list may not set forth all federal environmental requirements applicable to the Grantee and the Project, however the Grantee agrees, minimally, as follows:

- A. Environmental Protection - To the extent applicable, the Grantee agrees to comply with: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*; Section 14 of the Federal Transit Act, as amended, , 49 U.S.C. App. Section 1610; the Council on Environmental Quality regulations, 40 CFR Parts 1500 *et seq.*; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

- B. Air Quality – To the extent applicable, the Grantee agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:
1. The Grantee agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.
  2. In the event the Grantee is an operator of large specialized transportation bus fleets, then the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.
  3. The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note.
- C. Use of Public Lands – To the extent applicable, the Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local significance may be used for the Project unless the federal Government makes the findings required by 49 U.S.C. Section 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.
- D. Wild and Scenic Rivers - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR Part 8350..
- E. Coastal Zone Management - To the extent applicable, the Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 *et seq.*
- F. Wetlands - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands", 42 U.S.C. §4321 note.
- G. Floodplains - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.

- H. Endangered Species and Fisheries Conservation - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 *et seq.*
- I. Historic Preservation - To the extent applicable, the Grantee agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment", 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c involving historic and archaeological preservation.
- J. Mitigation of Adverse Environmental Effects - Should the proposed Project cause adverse environmental effects, the Grantee agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. § 5324(b),, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.
- K. 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. §§ 6321 *et seq.* In addition, to the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed or modified with federal funds, as provided in "Requirements for Energy Assessments," 49 CFR Part 622, Subpart C.
- L. Clean Water and Safe Drinking Water - For all contracts and subcontracts exceeding \$100,000, the Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to 33 U.S.C. Section 1251 *et seq.* The Grantee also agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6
- M. Environmental Justice - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations," 42 U.S.C. § 4321 note.
- N. Clean Fuels – To the extent applicable, the Grantee and its contractors and subcontractors agree to comply with the requirements of 49 CFR § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, "Clean Fuels Grant Program", 49 CFR Part 624.
- O. Indian Sacred Sites - To the extent applicable, the Grantee agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note.
- P. Job Access and Reverse Commute Formula Grant Program - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5316, and applicable provisions of 49 U.S.C. § 5307, and FTA Circular 9050.1, "The Job Access and Reverse Commute Program Guidance and Applications Instructions," including any revisions thereto.

### ITEM 31 - PRIVACY

Should the Grantee, or any of its third party contractors, or their employees, administer or control any system of records on behalf of the Government, the Privacy Act of 1974 (5 U.S.C. § 552a) and the Data Processing Confidentiality Act (30 ILCS 585) imposes information restrictions on the party managing the system of records, and the Grantee and its third party contractors shall protect said information in accordance with the requirements of these Acts.



### **ITEM 32 - PROTECTION OF SENSITIVE SECURITY INFORMATION**

To the extent applicable, the Grantee agrees to comply with 49 U.S.C. § 40119(b), with implementing "Protection of Sensitive Security Information", 49 CFR Part 15, with 49 U.S.C. § 114(S) and "Protection of Sensitive Security Information", 49 CFR Part 1520, and any other implementing regulations, requirements or guidelines that the federal government may issue.

### **ITEM 33 - DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION**

The Grantee shall immediately notify the Department of any current or prospective major dispute, breach, default, or litigation that may affect the Government's interest in the Project Facilities or the Government's administration or enforcement of federal or state laws or regulations. The Grantee agrees to inform the Department before naming the Government as a party to litigation for any reason in any forum.

### **ITEM 34 - ASSIGNMENT**

The Grantee agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department, which consent may be withheld.

The Grantee also agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department.

### **ITEM 35 - AMENDMENT**

The Parties agree that no amendment to this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless the amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement.

### **ITEM 36 - TITLES**

The Parties agree that the titles of the items of this Agreement, hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.


### **ITEM 37 - TAXPAYER IDENTIFICATION NUMBER**

The Grantee certifies that **37-6002119** is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

The Grantee, by signature of its authorized representative, certifies under oath that all the information in this Agreement is true and correct to the best of the Grantee's knowledge; information and belief, that the funds shall be used only for the purposes described in this Agreement, and that the award of grant funds is conditioned upon this certification.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officials for the period July 1, 2012 through June 30, 2014.

Accepted on behalf of Shelby County:

  
\_\_\_\_\_  
Signature of Authorized Representative

Bruce Cann  
\_\_\_\_\_  
Type or Print Name of Authorized Representative

5-8-2013  
\_\_\_\_\_  
Date

Shelly G. Bond Chairman  
\_\_\_\_\_  
Type or Print Title of Authorized Representative

Accepted on behalf of the State of Illinois, Department of Transportation:

\_\_\_\_\_  
Ann L. Schneider, Secretary

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Joseph E. Shacter, Director, Division of Public and Intermodal Transportation

\_\_\_\_\_  
Date

**Opinion of Counsel**

I, the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and am counsel for and attorney for the **Shelby County**. In this capacity, my opinion has been requested concerning the eligibility of the C.E.F.S. Economic Opportunity Corporation for grant assistance under the provisions of the Downstate Public Transportation Act (Act), 30 ILCS 740/3-1 et seq., and 49 U.S.C. § 5316. I have also reviewed the Section 5316 Operating Assistance Grant Agreement, contract #4372, ("Agreement") tendered by the State of Illinois ("State") to the Grantee. You are hereby advised as follows:

1. **Shelby County** is an eligible recipient as defined in state regulations.
2. There are no provisions in **Shelby County's** charter or by-laws or in the statutes of the State, the United States of America, or any other local ordinances that preclude or prohibit the **Shelby County** from making said Agreement for or contracting with the State for the purpose of receiving a State operating assistance grant.
3. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts which would adversely affect this application, or which seeks to prohibit the **Shelby County** from contracting with the State for the purpose of receiving a State operating assistance grant.

Based upon the foregoing, I am of the opinion that the **Shelby County** is an eligible recipient under the provisions of the Act, and that it is fully empowered and authorized to enter into this Agreement and to accept the grant from the State.

Signature:   
(Attorney's Name)

Attorney for: **Shelby County**

Date: 5-9-13

**Board Resolution**

Number 2013-21

Resolution authorizing application for Public Transportation Financial Assistance under Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316).

WHEREAS, the provision of public transit service is essential to the transportation of persons in the nonurbanized area;

WHEREAS, Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316), makes funds available to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF *Shelby County*:

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316), for the purpose of off-setting a portion of the Public Transportation Program operating deficits of *Shelby County*.

Section 2. That while participating in said operating assistance program *Shelby County* will provide all required local matching funds.

Section 3. That Shelby County Board Chairman of *Shelby County* is hereby authorized and directed to execute and file on behalf of *Shelby County* such application.


Section 4. That the Shelby County Board Chairman of *Shelby County* is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

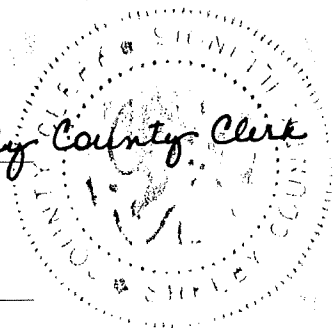
Section 5. That Shelby County Board Chairman of *Shelby County* is hereby authorized and directed to execute and file on behalf of *Shelby County* all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of the Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316).

Section 6. That Shelby County Board Chairman of *Shelby County* is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

PRESENTED and ADOPTED this 13 day of May, 20 13

  
\_\_\_\_\_  
(Signature of Authorized Official)

 *Shelby County Clerk*  
\_\_\_\_\_  
(Attest)



*Chairman to Board Chairman*  
\_\_\_\_\_  
(Title)

5/13/2013  
\_\_\_\_\_  
(Date)

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF PUBLIC and INTERMODAL TRANSPORTATION

AND

**Shelby County**

**JOB ACCESS AND REVERSE COMMUTE  
OPERATING AND ADMINISTRATIVE ASSISTANCE  
GRANT AGREEMENT  
(49 USC §5316)**

CONTRACT NO. **4373**

STATE GRANT NO. **JRC-13-017**

FEDERAL GRANT NO. **IL-37-4062**

CFDA NO. **20.516**

FEDERAL PROGRAM: **Job Access and Reverse Commute**

**NOTE: THIS GRANT AGREEMENT IS FOR COST REIMBURSEMENT ONLY AND,  
IN ACCORDANCE WITH SECTION 5 OF THE GRANT FUNDS RECOVERY ACT  
(30 ILCS 705/5), IT IS PERMITTED TO HAVE A TERM OF MORE THAN  
TWO YEARS.**

Approved as to Form  
by Chief Counsel's Office  
**REV: 1/29/13**  
JARC OP

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Exhibit A, entitled "Grantee's Section 5316 Application" (on file at the Department)

Exhibit B, entitled "Approved Project Budget"

Exhibit C, entitled "Certifications and Assurances for Federal Transit Administration Assistance Programs" (on file at the Department)

Exhibit D, entitled "Grantee's Board Resolution" (on file at the Department)

Exhibit E, entitled "Section 5333b Special Warranty" (on file at the Department)

This Contract No. **4373** (hereinafter referred to as "Agreement") is made by and between the Illinois Department of Transportation, Division of Public and Intermodal Transportation, (hereinafter referred to as the "State" or "Department") and **Shelby County** (hereinafter referred to as the "Grantee" which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide specialized transportation services in a Non-Urbanized area of Illinois (herein referred to as the "Project"), as described in the Grantee's final approved application which is incorporated herein by reference as Exhibit "A"; and

WHEREAS, the Department has applied under Section 5316 of the Federal Transit Act, as amended, (49 U.S.C. Section 5316), to the Federal Transit Administration (hereinafter "FTA") for federal operating, capital and administrative assistance for this Project; and

WHEREAS, the Department's application has been approved by FTA; and

WHEREAS, the Grantee represents that it is an eligible recipient and has made application to the Department for a specialized transportation grant under the provisions of Illinois Compiled Statutes 20 ILCS 2705/49, *et seq.* and 30 ILCS 740/1 *et seq.* (hereinafter referred to as the "Acts"); and

WHEREAS, the Grantee's final application, including subsequent submittals, information, and documentation, as provided by the Grantee in support thereof, has been approved by the Department:

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree that the above recitals are made a part of this Agreement, that this Agreement is made to provide federal financial assistance (hereinafter referred to as the "Grant") to the Grantee, to set forth the terms and conditions upon which the Grant will be made available, and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, used, and completed. The parties further agree as follows:

#### **ITEM 1 - DEFINITIONS**

As used in this Agreement:

- A. "Contractor" or "Third Party contractor" means or refers to a vendor or contractor retained by the Grantee in connection with the performance of the Project, and paid or financed, in whole or in part, with funds received by the Grantee in connection with this Agreement.
- B. "FHWA" means the Federal Highway Administration of the United States Department of Transportation.
- C. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- D. "Government" means both the government of the United States of America and/or the State of Illinois.
- E. "Non-Metro", "Non-Urbanized" refer synonymously to any area outside an urbanized area with a population of less than 50,000 inhabitants, as defined by the U.S. Bureau of the Census.
- F. "Project" means the mass transportation project for which grant funds are to be used by the Grantee pursuant to this Agreement, as described in Grantee's final approved application.
- G. "Project Costs" means the sum of eligible costs incurred in performing the work on the Project, including work done by the Grantee, less proceeds from sale of scrap and replaced facilities.
- H. "Section 5316" refers to the "Job Access and Reverse Commute" section of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users. See 49 U.S.C. Section 5316.



- I. "U.S. DOT" means the United States Department of Transportation.

## **ITEM 2 - THE PROJECT**

The Grantee agrees to provide, or cause to be provided through its contractor(s), the specialized transportation services described in the Grantee's final approved application and the service plan on file at the Department's offices and subsequent submittals, information, and documentation, provided by the Grantee in support thereof, all as approved by Department representatives. The Grantee's application and service plan are incorporated into this Agreement and made a part hereof as Exhibit "A". The Grantee shall not reduce, terminate, or substantially change such specialized transportation services, as set forth in Exhibit "A", without the prior written approval of the Department.

## **ITEM 3 - AMOUNT OF GRANT**

The Department will fund up to **100%** of eligible operating deficit and up to **100%** of eligible administrative expenses incurred by the Grantee (and/or Grantee's contractor) during state fiscal year(s) **2013-2014** (hereinafter referred to as "fiscal year") to reimburse the Grantee for the provision of specialized transportation and intercity bus service, as approved by the Department for the Project, up to the amount as stated in the Approved Project Budget.

In no event shall the Department's funding participation under this Agreement exceed the total Department Grant available for the Project. The maximum amount of the operating and administrative assistance for the Project under this Agreement is **\$193,900**.

The Grantee agrees that it will provide, or cause to be provided, from sources other than from this Agreement, sufficient funds in an amount, when combined with the funds received from the Government pursuant to this Agreement, shall equal 100% of the total Project Cost.

The Grantee further understands that the Department shall not make a grant which, when combined with federal funds or funds from any other source, is in excess of 100% of the Project Cost. In the event payment or reimbursement by the Department results in receipt by the Grantee from all sources a total amount in excess of 100% of the Project costs, the Department does not waive its right to require the Grantee to promptly refund any excess funds provided under this Agreement. The determination of any refund due the Department will be made after project close-out and completion of an audit.

## **ITEM 4 - THE PROJECT BUDGET**

The Grantee shall carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the latest Approved Project Budget. A copy of the Approved Project Budget is attached hereto as Exhibit "B", and said Approved Project Budget may be revised from time to time at the sole discretion of authorized Department representatives, but no Budget or revision thereof shall be effective unless and until the authorized Department representative shall have approved the same in writing. However, any amendment to the Approved Project Budget should be in accordance with the provisions of ITEM 35. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

## **ITEM 5 - DOCUMENTS FORMING THIS AGREEMENT**

The Parties agree that this Agreement constitutes the entire agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, that are not specifically set forth in this Agreement, and that all prior arrangements and understandings, verbal or written, are merged into and contained in this Agreement.

The Parties hereto further agree that the entire Agreement consists of this document, entitled "Job Access and Reverse Commute Operating and Administrative Assistance Grant Agreement," together with Exhibit A, entitled, "Grantee's Section 5316 Application" (on file at the Department); Exhibit B, entitled "Approved

Project Budget;" Exhibit C, entitled "Certifications and Assurances for Federal Transit Administration Assistance Programs" (on file at the Department); Exhibit D, entitled "Grantee's Board Resolution" (on file at the Department); and Exhibit E, entitled "Section 5333b Special Warranty," (on file at the Department); all of which are, by this reference, incorporated herein and made a part hereof.

#### ITEM 6 - REVERSION OF GRANT FUNDS

- A. Illinois Grant Funds Recovery Act - This Grant is subject to the Illinois Grant Funds Recovery Act, 30ILCS 705/1. This grant agreement is for cost reimbursement only and, in accordance with Section 5 of the Grant Funds Recovery Act (30 ILCS 705/5), it is permitted to have a term of more than two years. This Grant is valid through **June 30, 2014**, and grant funds are available to the Grantee for costs incurred by the Grantee until said date unless the Department, at its discretion, grants an extension of time. Any grant funds which are not expended or legally obligated by the Grantee at the end of the Grant Agreement or by the expiration of the period of time grant funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Department within 45 days. Project close-out shall be in accordance with the Project Settlement & Close-Out ITEM of this Agreement. This date is subject to further revision at the sole determination and discretion of the Department.

Pursuant to Section 4 of the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., the Grantee agrees to comply with the quarterly reporting requirements set forth by the Department. In the event that the Grantee fails to comply with the reporting requirements, the Department has the right to withhold or suspend the reimbursement of grant funds to the Grantee.

The Grantee also agrees to comply with other requirements of the Illinois Grant Funds Recovery Act whereby the Department, the Auditor General or the Attorney General has the authority to inspect and audit any books, records or papers related to the grant, funds, program or project granted hereunder.

- B. Failure to Appropriate Funds and Failure of Grant Authority - This Grant, and the processing of any requisitions and the payment of any funds under this Agreement, is contingent upon the availability of sufficient funds appropriated to the Department by the Illinois General Assembly and the Department's having continued authority to make or continue this Grant. The Grantee understands and agrees that the obligations of the Department to make any grants or payments under this Agreement are conditional upon funds being appropriated therefore by the General Assembly and the Department's having continued authority to make or continue this Grant. The Grantee shall not hold the Department liable for failure by the General Assembly to appropriate sufficient funds for this Project or the Department's lacking the authority to make or continue this Grant.
- C. This Grant and the processing of any requisitions from the Grantee and the payment of any funds to the Grantee is contingent upon this Project and the Grantee meeting all federal and state requirements, and is further contingent upon the Department's receipt of sufficient Federal funds for this Project.

#### ITEM 7 - ACCOMPLISHMENT OF THE PROJECT

- A. General Requirements - The Grantee shall commence, carry out, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including all documents listed in ITEM 5 above, and in compliance with all applicable laws and Department guidelines, as from time to time adopted.
- B. Pursuant to Federal, State, and Local Law - In the performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable provisions of the current Master Agreement between the Department and FTA. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the

performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

The Grantee agrees that the most recent of such federal and state requirements, in effect at any particular time will govern the administration of this Agreement, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either the Federal Transit Administration or the Department, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new federal and state laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed that may apply to this Agreement. To achieve compliance with changing federal and state requirements, the Grantee agrees to include in all third party contracts financed in whole or in part with Government assistance, specific notice that federal and state requirements may change and such changed requirements will apply to the Project and the contract(s). The Grantee and such contractors further agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable FTA Circulars and 49 CFR Parts 18 and 19.

- C. Funds of the Grantee - The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs.
- D. Changed Conditions Affecting Performance (i.e., Disputes, Breaches, Defaults, or Litigation) - The Grantee shall immediately notify the Department 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.
- E. No Government Obligations to Third Parties - The Department and FTA shall not be subject to any obligations or liabilities by, through or to contractors of the Grantee or their subcontractors or to any other person not a party to this Agreement, in connection with the performance of this Project, without its express written consent, notwithstanding its concurrence in or approval of the award by the Department or FTA of any contract or subcontract or the solicitation thereof. The Grantee agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance.
- F. Illinois Law - Notwithstanding federal preemption, this Agreement shall be construed in accordance with the laws of the State of Illinois.
- G. Grantee's Responsibility for Compliance - Irrespective of the participation of other parties or third party contractors in connection with the Project, the Grantee shall continue to have primary responsibility to the Department and FTA for compliance with all applicable federal and state requirements as may be set forth in statutes, regulations, executive orders, and/or the Master Agreement between the Department and FTA (a copy of which is incorporated herein by reference) or the Grant Agreement for this Project.

## ITEM 8 - REQUISITIONS AND PAYMENTS

- A. Requests for Payment by the Grantee - The Grantee must submit written quarterly requisitions for the reimbursement of eligible costs, and the Department will honor any properly submitted requests in the manner set forth in this ITEM. In order to receive Grant payments pursuant to this Agreement, the Grantee must:
  - 1. complete, execute and submit to the Department requisition forms supplied by the Department in accordance with the instructions contained therein;
  - 2. submit to the Department, as requested, an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period and vouchers, invoices, or other documentation, satisfactory to the Department, to substantiate these costs;

3. where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with any Government payments, to cover all costs incurred through the end of the requisition period;
  4. have submitted all financial and progress reports currently required by the Department; and
  5. have received approval by the Department for all budget revisions required to cover all costs to be incurred through the end of the requisition period.
- B. Payment by the Department - Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of the requisition form and the accompanying information in form satisfactory to the Department, the Department will process the requisition, provided that the Grantee is not in violation of any of the terms of this Agreement, has satisfied the Department of its need for the funds requested during the requisition period, and is making progress, satisfactory to the Department, towards the timely completion of the Project. If all of these circumstances are found to exist, the Department will reimburse apparent allowable costs incurred or to be incurred during the requisition period) by the Grantee, from time to time, but not in excess of the maximum amount of the Grant therefore as shown in the Approved Project Budget. Requisitions may not be submitted more frequently than quarterly. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Department of the allowability of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Department will make a final determination as to allowability of any payments made to Grantee only after a final audit of the Project has been concluded.

In the event the Department determines that the Grantee is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Grantee stating the reasons for such determination.

- C. Allowable Costs - In addition to the other requirements of this Agreement, to be considered "allowable" for payment purposes, the costs and charges for which reimbursement has been sought must have been actually incurred by the Grantee or its contractors, be documented to the satisfaction of the Department, and meet the criteria set forth in the applicable provisions of the Department's 5310/5316 Grants Management Manual, as revised from time to time.
- D. Disallowed Costs - In determining the eligibility for reimbursement of any cost incurred by the Grantee, the Department will exclude: (i) costs that are not properly documented, actually incurred for the Project, or not allocable to the Project in accordance with the requirements of this Agreement; (ii) all Project costs incurred by the Grantee prior to or after the state fiscal year identified in ITEM 3 of this Agreement or other date specifically authorized by the Department; (iii) costs incurred by the Grantee which are not provided for in the latest Approved Project Budget; and (iv) except as otherwise provided in Department guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Department.
- E. Excluded Costs - Upon notification to the Grantee that specific amounts are owed to the Government, whether for federal claims or state claims for funds recovered from a third party or elsewhere, for excess payments, or for disallowed costs, the Grantee agrees to remit to the Government promptly the amount owed, including any interest due.

The Grantee agrees that the amount of interest due depends on whether or not the principal portion of the debt is treated as a Government claim or is treated as a debt owed to the Government. Thus, the Grantee agrees to remit interest to the Government in accordance with the following:

1. For claims pursuant to the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 et seq., the Grantee agrees that the interest will be calculated in accordance with the

provisions of joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Parts 901.9(a)-(g).

2. For excess payments made by the Government to the Grantee that do not qualify as a "claim" for purposes of the Debt Collection Act of 1982, as amended, the Grantee agrees that the amount of interest depends on whether or not the Grantee is a state instrumentality.

A Grantee that is a state instrumentality agrees that interest will be calculated as provided by U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers", 31 CFR Part 205.

A Grantee that is not a state instrumentality agrees that common law interest will be calculated as permitted by joint U.S. Treasury and U.S. Department of Justice regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Part 901.9(i).

All grants, payments, and obligations of the State under this Agreement are subject to the receipt of funds by the State from FTA and/or authorized pursuant to the "Acts". The Department shall not be liable to the Grantee for any failure or delay in the performance of its obligations to the Grantee, including but not limited to delays in making payments to the Grantee. No debt, payment or obligation of the Department or FTA to the Grantee under this Agreement shall be a general obligation of the Government, but shall be payable, if at all, only from funds received by the Department from FTA and from funds authorized pursuant to the Acts.

#### **ITEM 9 - CONTINUANCE OF SERVICE**

The Grantee agrees to use its best efforts to continue to provide, either directly, through a service agreement, or by contract, as the case may be, the specialized transportation services described in the Grantee's final, approved application and service plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions, and the approval of the Department. At least thirty (30) days prior to (a) any proposed reduction or termination of such service or (b) the filing of a request for such reduction or termination with the Department, whichever comes first, the Grantee shall give written notice of the proposed action to all units of local government within the Grantee's service area. The Grantee shall give written notice of the proposed reduction or termination of service to the Department, detailing the services that are proposed for reduction or termination. The Department shall approve or disapprove the proposed reduction or termination prior to the expiration of the notice period.

#### **ITEM 10 - REAL PROPERTY, EQUIPMENT AND SUPPLIES**

The Grantee acknowledges that the federal government retains an interest in Project Facilities (as defined herein) until, and to the extent, that the federal government relinquishes its interest in such Project Facilities. Unless otherwise approved by the Department, the following conditions apply to real property, equipment and supplies financed or paid for with funds paid to the Grantee under this Agreement (hereinafter referred to as "Project Facilities")..

- A. Use of Project Facilities - The Grantee agrees that Project Facilities shall be used for the provision of Project transit services for the duration of their useful life, as determined by the Department. Should the Grantee unreasonably delay or fail to use Project Facilities for the Project during their useful life, the Grantee agrees that the Department may require the Grantee to return the entire amount (or a portion thereof) of Grant funds that were paid to Grantee for the Project. The Grantee further agrees to notify the Department within 30 calendar days from the date any Project Facilities are withdrawn from use in transit service or when Project Facilities are used in a manner substantially different from the representation made by the Grantee in its Application.

The Grantee shall keep satisfactory records with regard to the use of the Project Facilities and shall submit to the Department upon request such information as the Department may require in order to assure compliance with this ITEM, and the Grantee shall immediately notify the Department in all cases where Project Facilities are used in a manner substantially different

from that described in the Grantee's final, approved application. The Grantee shall maintain in amount(s) and form satisfactory to the Department, such insurance or self-insurance as will be adequate to protect Project Facilities throughout the period of required use. The cost of such insurance shall not be an item of allowable cost under this Agreement. The Grantee shall also submit, from time to time, to the Department upon request, a certification that the Project Facilities are still being used in accordance with the terms of this Agreement and further certify that no part of the local contribution to the cost of the Project has been refunded or reduced.

- B. Maintenance - The Grantee agrees to maintain any Project Facilities at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations that the Department, FTA, manufacturer, or contractor may issue (the stricter standard to apply unless expressly excused by the Department), including, but not limited to 49 CFR Parts 18.31 - 18.34 and Parts 19.30 - 19.37 and OMB Circular A-102. For vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be adhered to. For vehicles, the Grantee must establish and follow a written maintenance plan, which includes pre-trip inspections, a preventative maintenance program, and documentation of repairs. The Department and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this ITEM. The Department reserves the right to require the Grantee to restore, repair or replace Project Facilities or pay for damage as a result of abuse, neglect, or misuse of such Project Facilities.

If, at any time during the useful life of the Project Facilities, any of the Project Facilities are not used for the purposes specified in this Agreement, whether by planned withdrawal, misuse, or casualty loss, the Grantee shall immediately notify and receive approval from the Department prior to disposing of such Project Facilities. Any such disposition shall be in accordance with Department procedures and this Agreement.

C. Transfer of Project Facilities

1. Grantee Request - The Government agrees that the Grantee may transfer Project Facilities financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used solely for public purposes, with no further obligation to the Government, provided that the transfer is approved, in advance, by the Department (and the Federal Transit Administration, where required), and conforms with the requirements of 49 U.S.C. Section 5334(h)(1) through 5334(h)(3).
  2. Government Direction - The Grantee agrees that the Government may require the Grantee to transfer title of any Project Facilities financed in whole or in part with federal assistance made available by this Agreement, to the Government or as directed by the Department. The Grantee also agrees that the Government may direct the disposition of Project Facilities financed with federal assistance funds made available under this Agreement, as set forth by 49 CFR Parts 18.31 and 18.32.
- D. Withdrawn Property - If any Project Facilities are not used in specialized transit service for the duration of their useful life as determined by the Department, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Department thereof at least 30 calendar days prior to a planned withdrawal and not later than 30 days following misuse or casualty loss.
1. Federal and/or State Interest in Property - Unless otherwise approved by the Government in the above circumstances, the Grantee agrees to remit to the Department the Government interest in the fair market value, if any, of any item of the Project Facilities whose unit value exceeds \$5,000, or the Project Facility, at the option of the Department. The portion of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Facility to the actual cost of the Project. In the event the Project Facility is prematurely destroyed by fire, casualty, or natural disaster, the Grantee may, alternatively, fulfill its responsibilities with respect to the damaged facilities, by investing an

amount equal to the value of the remaining Government interest in like-kind facilities that are eligible for assistance within the scope of the Project.

2. Fair Market Value - The following requirements apply to the calculation of fair market value:
  - a. Project Facilities - Unless otherwise approved in writing by the Department, the fair market value of the particular Project Facilities involved will be the value as of the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by one of the following methods: (1) appraised value consistent with state standards and federal standards (49 CFR Part 24); (2) on a straight line depreciation of the Project Facilities, based on a useful life approved by the Department irrespective of the reason for withdrawal of Project Facilities from transit use, or (3) the actual proceeds from the public sale of such property. The particular method, in each instance, shall be approved by the Department with an objective to obtain the highest fair market value. Any appraiser employed for such purposes shall have experience in appraising similar project equipment and facilities in accordance with state and federal standards. The fair market value of any of the Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of such Project Facilities immediately before the casualty or fire, irrespective of the extent of insurance coverage.
  - b. Exceptional Circumstances - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that the Government approve the use of another reasonable method of determining fair market value, including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the particular Project Facilities that, for any reason, have been withdrawn from service.
- E. Disposition of Property - After the end of its useful life, if any fixed facility (in whole or in part) or revenue service vehicle funded through this Agreement is planned to be disposed of, the Grantee shall notify the Department thereof not later than 30 days prior to its planned disposition.
- F. Misused or Damaged Property - If damage to any Project Facilities results from abuse, neglect, or misuse that has taken place with the Grantee's knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore those Project Facilities to their original condition, at the Grantee's sole expense, or refund the fair market value of the Government interest in such damaged Project Facility.
- G. Obligations After Project Close-Out - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Agreement and as required by 49 CFR Parts 18.31 and 18.32.
- H. Encumbrance of Project Property - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:
  1. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any of the Project Facilities; or
  2. Obligating itself in any manner to any third party which could result in an encumbrance of any of the Project Facilities.
- I. Insurance Proceeds - If the Grantee receives insurance proceeds as a result of damage or destruction to the Project Facilities, the Grantee agrees to (i) apply those insurance proceeds to the cost of replacing the damaged or destroyed Project Facilities, or (ii) return to the Department

an amount equal to the remaining Government interest in the damaged or destroyed Project Facilities.

## ITEM 11 - PROCUREMENT

- A. Contracts - All contracts funded with assistance provided through this Agreement for goods and property costing between \$300 and \$5,000 and all contracts funded with assistance provided through this Agreement for services exceeding \$10,000 must be approved by the Department prior to the Grantee executing or obligating itself to such contract. Any such contract or subcontract approved by the Department shall contain all of the contract clauses provided pursuant to this Agreement, and to conform to the requirements of FTA 4220.1E "Third Party Contracting Requirements" November 1, 2008 and any later revisions thereto and 49 CFR § 18.36 or at §§ 19.40 through 19.48, and other applicable federal regulations pertaining to third party procurements and subsequent amendments thereto. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open and competitive procurement for each contract as required by state and federal law. No change or modification of the scope or cost shall be made to any such approved contract without prior Departmental approval in writing.
- B. Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by federal and state law, the Grantee agrees and shall require all of its contractors for the Project to agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. Section 5323(h).
- C. Award to Other Than the Lowest Bidder - In accordance with 49 U.S.C. § 5325(c), the Grantee may award a third party contract to other than the lowest bidder in connection with a procurement, only when such award furthers an objective (such as improved long-term operating efficiency and lower costs) consistent with the purposes of 49 U.S.C. Chapter 53, and any implementary regulations that FTA may issue.
- D. Award to Responsible Contractors. In compliance with 49 U.S.C. § 5325(j), the Grantee agrees to award third party contracts only to those contractors possessing the ability to successfully perform under the terms of the proposed procurement. Before awarding a third party contract, the Grantee agrees to consider:
1. The third party contractor's integrity;
  2. The third party contractor's compliance with public policy;
  3. The third party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any; and
  4. The third party contractor's financial and technical resources.
- E. Force Account - FTA and the Department reserve the right to refuse or limit their participation in force account costs.
- F. Capital Leases - To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto and state capital leasing guidelines.
- G. Buy America - Each third party contract utilizing FTA assistance must conform with 49 U.S.C. Section 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661 and any later amendments thereto. The Grantee has read and signed the Buy America Certification (as part of Exhibit C) and will incorporate its provisions as a part of every relevant third-party contract.
- H. Cargo Preference - Use of United States Flag Vessels - The Grantee agrees to comply with 46 CFR Part 381 and to insert the substance of those rules in all applicable contracts issued pursuant to this Agreement.



- I. 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.
- J. Bus Testing - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 CFR Part 665, and any amendments to those regulations that may be promulgated.
- K. Geographic Restrictions - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Department and FTA.
- L. Third Party Disputes or Breaches - The Grantee agrees to pursue all legal rights available to it in the enforcement and defense of any third party contract, and FTA and the Department reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA and the Department of any current or prospective major dispute pertaining to any third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA and the Department 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 FTA's or the Department's immunity to suit.
- M. Fly America - The Grantee will comply with 49 U.S.C. Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- N. Steel Products - The Grantee shall comply with the applicable provisions of the Steel Products Act, 30 ILCS 565, when procuring such products for construction projects funded by state funds.
- O. National Intelligent Transportation Systems Architecture and Standards - To the extent applicable, the Grantee shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, § 5307(c), 23 U.S.C. § 512 note, and the provisions of FTA Notice "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives.
- P. Operating Capital - (Equipment and Supplies between \$300 and \$5,000). The Grantee agrees to follow the procedures and practices for the treatment of Operating Capital costs as set forth in the Department's guidelines contained in the Section 5310/5316 State Management Plan and any other policies or procedures which the Department may issue from time to time. For the purposes of carrying out the Project, the Grantee is to treat certain Operating Capital costs according to the Department's Operating Capital guidelines as follows:
  - 1. Operational Support costs are those eligible Operating Capital items or activities that each have a total cost of \$300 or less; require documentation for audit purposes; need not be recorded in the Grantee's Capital Asset Inventory; and do not require prior Department concurrence and procurement procedures.
  - 2. Equipment and Property costs are those eligible Operating Capital items or activities (exclusive of vehicles) that each have a total cost of between \$300 and \$5,000; must be properly documented and recorded in the Grantee's Capital Asset Inventory; and must conform to Department specified procurement procedures and concurrence requirements.

All capital projects funded through Operating Capital procedures must be used exclusively (100%) for Section 5316, 49 U.S.C. Section 5316 transit purposes. The Grantee may use only up to 10% of its Section 5316 operating funds to fund the 50% share of Operating Capital costs for equipment and property between \$300 and \$5,000.

- Q. Operating Capital Obligations, Expenditures and Control - To be eligible for reimbursement under this Agreement, eligible Operating Capital costs must be incurred during the fiscal years governed by this Agreement. Costs shall be considered incurred if the Grantee has obligated the funds by entering into a third-party agreement or completed a force account activity within the fiscal year governed by this Agreement.

In the event the Grantee has followed all the procedures set forth in the Section 5310/5316 State Management Plan and obtained all required approvals, the Department will revise the Approved Project Budget and send a copy of the revised budget to the Grantee. The Grantee will be only reimbursed after the Department has revised the Approved Project Budget, the Grantee has paid for the activity, and the Grantee has requisitioned the expenses as an Operating Capital item on the standard program requisition forms provided by the Department.

## ITEM 12 - ETHICS

### A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members or agents engaged in the award and administration of contracts supported by federal or state funds. Such code shall provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
  - a. The employee, officer, board member, or agent;
  - b. Any member of his or her immediate family;
  - c. His or her partner; or
  - d. An organization that employs, or is about to employ, any of the above.

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

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

2. Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.
- B. Interest of Members of or Delegates to Congress - No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or any benefit therefrom.

- C. Bonus or Commission - The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant or Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or which contributes to the Project Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.
- D. 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. § 1001; 49 U.S.C. § 5307; The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*; and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, as the Government may deem appropriate. The Grantee agrees to include this clause in all state and federal assisted contracts and subcontracts.
- E. Lobbying - The Grantee agrees that it will not use federal assistance to support federal or state lobbying and will not use federal funds to support activities designed to influence the U.S. Congress or the state legislature. The Grantee certifies that it has complied with 31 U.S.C § 1352, as amended by the Lobbying Disclosure Act of 1995 and 49 CFR Part 20. The Grantee has signed the attached Lobbying Certification (as part of Exhibit C) and will incorporate it in its applicable third party contracts and require a comparable certification from its contractors or subcontractors.
- F. Debarment - The Grantee agrees to comply with the requirements of Executive Orders No. 12549 and 12689 "Debarment and Suspension," 31 U.S.C. § n 6101 note, and U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget "Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The Grantee also agrees to obtain certifications on Debarment and Suspension from its third party contractors and subcontracts and otherwise comply with Government regulations. The Grantee has signed the attached Debarment certification (as part of Exhibit C).
- G. Bribery - Non-governmental grantees and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the such grantees or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the Grantee. Such grantees or third party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- H. Trafficking in Persons - To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its contractors and subcontractors with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. § 7104(g), and with "Trafficking Persons: Grants and Cooperative Agreements", 2 CFR Part 175.

### ITEM 13 - ACCOUNTING, RECORDS, AND ACCESS

- A. Project Accounts - The Grantee shall establish and maintain as a separate set of accounts, or as an integral but identifiable part of its current accounting scheme, accounts for the Project ("Project Accounts") in conformity with requirements established by the Department.
- B. Funds Received or Made Available for the Project - The Grantee shall appropriately record in the Project Account, and deposit in a federally insured bank or trust company, all Grant payments received by it from the Department pursuant to this Agreement and all other funds provided for, or otherwise received on account of the Project, which Department payments and other funds are herein collectively referred to as "Project Funds."

The Grantee shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

The Grantee agrees to report to the Department, at such other times as the Department may prescribe in writing, the amounts recorded, as required above, in the Project Account.

All Project Funds held by the Grantee over one (1) month shall draw interest and the amount of such interest earned shall be reported to the Department in the quarterly Project Account report. Such interest shall be applied to the Project Cost as directed by the Department.

- C. Eligible Costs - Expenditures made by the Grantee shall be reimbursable as eligible costs to the extent they meet all of the requirements set forth below. They must:
1. be made in conformance with Grantee's final, approved application and the Approved Project Budget and all other provisions of this Agreement;
  2. be necessary in order to accomplish the Project;
  3. be reasonable in amount for the goods or services purchased;
  4. be actual net costs incurred by the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by or credited to the Grantee that have the effect of reducing the cost actually incurred);
  5. be in conformance with the standards for allowability of costs established by the Department;
  6. be satisfactorily documented;
  7. be incurred within the state fiscal year governed by this Agreement; and
  8. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department for the Grantee. Those principles include, but are not limited to, OMB Circulars A-87, A-21, A-122, and 48 CFR Part I, Section 31.2. The Grantee shall apply said accounting principles and procedures to its contracts and subcontracts paid, in whole or in part, with funds received pursuant to this Agreement;

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Department.

- D. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Department.
- E. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.
- F. Record Retention - The Grantee shall maintain (and shall cause its contractors and subcontractors to maintain), for a minimum of three (3) years after the completion of the Agreement (which shall

occur after the completion of settlement of audit findings), all books, records, and supporting documents to verify the amounts, receipts, disbursements, names of recipients, and uses of all funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Department, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

- G. General Audit and Inspection - Pursuant to all applicable Office of Management & Budget Circulars, the Grantee shall permit, and shall require its contractors to permit, the Department or any other state or federal agency authorized to perform audits and inspections, to inspect all work, work sites, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Grantee and its contractors with regard to the Project as required by 49 U.S.C. § 5325(g). The Department may also require the Grantee to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles. The Grantee agrees to comply promptly with recommendations contained in the Department's final audit report.
- H. Reporting - At a minimum, the Grantee agrees to provide those reports required by the Department or U.S. DOT's grant management rules or guidelines and any other reports the Government may require, from time to time. Should the grant funds awarded under this Agreement equal or exceed \$25,000 in federal funding, including by addition of subsequent funds, the Grantee agrees to assist the Department in its compliance with the Federal Funding Accountability and Transparency Act (FFATA) Pub. L. 109-282, September 26, 2006, as amended by § 6202 of Pub. L. 110-252, June 30, 2008.
- I. Unused Funds - The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Department any unexpended balance of the Grant. Prior to close-out, however, the Department reserves the right to deobligate unspent funds.
- J. Access to Records of Grantees - The Grantee agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee pertaining to the Project, as required by 49 U.S.C. § 5325(g). The Grantee further agrees to provide, at as many tiers of the Project as required, sufficient access to records as needed for compliance with federal regulations or to assure proper Project management as determined by the Government.

#### **ITEM 14 - RIGHT OF DEPARTMENT TO TERMINATE**

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance herein provided for (i) when the Grantee is, or has been in violation of the terms of this Agreement, (ii) for Department convenience, or (iii) when the Department determines, in its sole discretion, that the purpose of the Acts authorizing the Grant would not be adequately served by continuation of Government financial assistance to the Project. Termination of any part of the Grant will not invalidate obligations properly incurred by the Grantee and concurred in by the Department prior to the date of termination, to the extent they are non-cancelable. Neither the acceptance of a remittance by the Department of any or all Project Funds from the Grantee nor the closing out of Government financial participation in the Project shall constitute a waiver of any claim which the Government may otherwise have arising out of this Agreement.

Upon the occurrence of any condition or conditions listed in this ITEM for termination or suspension, the Parties agree that the Department, by written notice to the Grantee, may elect to withhold or delay payment as provided in the Approved Project Budget, or any portion thereof; or, if payment or payments have already been made pursuant hereto, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such Grant payment or payments, or any portion thereof, which the Grantee has received pursuant hereto.

The foregoing remedies shall become available to the Department if the Grantee violates the terms of this Agreement and/or if one or more of the following occurs:

- A. There is any misrepresentation of a material nature in the Grantee's Application, or amendment thereof, or otherwise in respect to this Agreement or in any document or data furnished pursuant hereto, or in any other submission of the Grantee to the Department in connection with the Grant;
- B. There is pending litigation which, in the opinion of the Secretary of the Department, may jeopardize the Grant or the carrying out of this Agreement;
- C. There has been, in connection with the Grant, any violation of the state or federal regulations, ordinances or statutes applicable to the Grantee, its officers or employees which, in the opinion of the Department, affects this Agreement;
- D. Any contributions provided by the Department pursuant to this Agreement are used for an ineligible purpose;
- E. The Grantee is unable to substantiate the proper use of the Grant provided pursuant to this Agreement;
- F. The Grantee is in default under any of the provisions of this Agreement;
- G. There is a failure to make progress, which, in the judgment of the Department, significantly endangers substantial completion of performance of the Project within a reasonable time;
- H. The Grantee has failed to maintain the Project Facilities as required by this Agreement;
- I. The Department determines that the purpose of the Acts would not be adequately served by continuation of state or federal assistance to the Project; or
- J. The state Legislature fails to make sufficient appropriations for this Grant.

The Grantee shall include similar provisions for suspension or termination in its third party contracts. Such contracts shall also describe conditions under which the contract may be terminated for default and for circumstances beyond the control of the contractor or subcontractor.

#### **ITEM 15 - PROJECT SETTLEMENT AND CLOSE-OUT**

Upon receipt of notice of successful completion of the Project or upon termination by the Department, the Department shall perform a final audit of the Project to determine the allowability of costs incurred, and shall make final determination of amounts due to the Grantee under this Agreement. If the Department has made payment to the Grantee in excess of the final total amount determined by the audit to be due the Grantee, the Grantee shall promptly remit such excess to the Department. The Project close-out occurs when the Department notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by final audit, to the Grantee, or when an appropriate refund of Government Grant funds, as determined by final audit, has been received from the Grantee and acknowledged by the Department. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Department.

## **ITEM 16 - GRANTEE'S WARRANTIES**

The Grantee represents that it has lawfully entered into this Agreement. The Grantee further agrees to initiate and consummate any and all actions that may later be necessary to make this a legal and binding obligation and agreement of the Grantee. The Grantee warrants that there is no provision of its charter or by-laws, or any rules, regulations, or legislation, which prohibits, voids, or otherwise renders unenforceable against the Grantee any provision or any clause of this Agreement or any law referred to in this Agreement. The Grantee warrants further (i) that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith, (ii) that the Grantee has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed hereunder, and (iii) that the Grantee will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed hereunder. The Grantee agrees that prior to Department execution of this Agreement, the Grantee will provide to the Department:

- A. An opinion of counsel, acceptable to the Department that the Grantee is an eligible participant in the Project, that the Grantee has complied fully with the pertinent requirements of state and federal law, its charter, bylaws and internal procedures in entering into this Agreement; that there is no pending litigation concerning the authority of the Grantee to enter into and carry out this Agreement, and that this Agreement is legally binding upon the Grantee;
- B. An executed copy of the "IDOT & FTA Assistance Programs Certifications and Assurances" which is incorporated herein by reference as Exhibit C (on file at the Department); and
- C. A certified copy of the resolution of the Grantee's governing board authorizing and approving execution of this Agreement which is incorporated herein by reference as Exhibit D (on file at the Department).
- D. An executed Section 5333b Special Warranty which is incorporated herein by reference as Exhibit E (on file at the Department).

## **ITEM 17 - CONTRACTS OF THE GRANTEE**

The Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project, without the prior written approval by an authorized representative of the Department except where expressly provided otherwise in Department guidelines, or where specifically approved in writing by the Department. Each contract entered into by the Grantee must be approved by the Department prior to the Grantee executing such contract, except as provided in Department guidelines.

The Grantee shall include a requirement in all Grantee contracts with third parties that the contractor complies with the requirements of this Agreement in performing such contract, and that the contract be subject to the terms and conditions of this Agreement.

## **ITEM 18 - THIRD PARTY CONTRACT CHANGES**

After approval thereof by the Department, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee, and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as provided in Department guidelines, unless such change or modification is specifically approved in writing by the Department, and, where the budget is affected, until the Approved Project Budget has been amended by the Department as may be necessary to accommodate such change or modification.

## **ITEM 19 - COOPERATION IN CONNECTION WITH INSPECTION**

In connection with any inspection on behalf of the Department under this Agreement the Grantee agrees to cooperate fully by making available to the Department reports of all prior inspections (including quality control and safety) and by performing such analyses and tests and furnishing of reports thereof as may be

reasonably requested by the Department, and by allowing Department representatives to carry out any and all physical inspections of Project Facilities, examinations of Project records thereof, as may be requested, from time to time, by the Department. All such inspections shall be performed with minimum disruption or interference with the service provided or supported by this Agreement. The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee's responsibility to conform its work to this Agreement, to maintain and repair such Project Facilities, maintain its work schedule, and to meet any other obligation assumed by the Grantee hereunder.

#### **ITEM 20 - INDEMNIFICATION AND INSURANCE**

The Grantee agrees to save harmless and indemnify the Government, and its agents, officers and employees, from any and all losses, expenses, damages (including loss of use), suits, demands and claims and shall defend any suit or action, whether at law or in equity, brought based on any alleged injury (including death) or damage arising from the actions or inactions of the Grantee, and/or the Grantee's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the Government and its officials, employees and/or agents in connection therewith.

The Grantee agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance, as will protect the Grantee from any and all claims for damages to property (including applicable flood insurance) or for bodily injury (including death), which may arise from or in connection with the operations, actions or inactions by the Grantee or by anyone directly or indirectly employed by the Grantee or associated with it, and the Grantee shall at all times during the Project maintain and furnish the Department with current certificate(s) evidencing all such required insurance coverage with the Government named as an additional insured and protected party where appropriate. The cost of such insurance carried by the Grantee shall not be an item of eligible Project Cost.

#### **ITEM 21 - NON-WAIVER**

The Grantee agrees that in no event shall any action or inaction on behalf of or by the Department, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department 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 the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department 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.

#### **ITEM 22 - INDEPENDENCE OF GRANTEE**

In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of the Government. Furthermore, the Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of the Government and will not by reason of any relationship with the Grant make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the Government including but not limited to, rights and privileges concerning workers compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

#### **ITEM 23 - LABOR LAW COMPLIANCE**

- A. General Labor Compliance - If applicable and except in a construction contract of \$2,000 or less, and except in a third party contract for supplies, materials or articles ordinarily available on the open market, the Grantee agrees to comply with the Labor Law Compliance provisions of the current Federal Capital Grant Master Agreement pertaining to the Project, if any, and all



applicable state and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee also agrees to require every contractor doing construction work or performing professional or consulting services in connection with the Project to agree to such compliance, including compliance with the statutory requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and Copeland "Anti-Kickback" Act.

- B. Standard Public Transportation Employee Protective Arrangements - To the extent that FTA determines that public transportation operations are involved, the Grantee agrees to carry out the public transportation operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Grant and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Grantee's Project from which federal assistance is provided to support work on the underlying contract. The Grantee agrees to carry out that work in compliance with the conditions stated in the U.S. DOL's certification. The requirements of this subsection, however, do not apply to any agreement financed with federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, for projects for nonurbanized areas authorized by 49 U.S.C. § 5316, or projects for the over-the-road bus accessibility program authorized by § 3038 of the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended, and as amended by § 3039 of SAFETEA-LU, 49 U.S.C. Section 5310 note. Alternative provisions for those projects are set forth below.
- C. Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas - If the grant involves transit operations financed in whole or in part with 49 U.S.C. § 5316 federal assistance, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor and the procedures implemented by U.S. DOL Guidelines in accordance with "Section 5333(b), Federal Transit Law," 29 CFR Part 215, or any revisions thereto.
- D. Employee Protective Arrangements for Projects Financed by Over-the-Road Bus Accessibility Program - To the extent applicable, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Over-the-Road Buss Accessibility Program agreed to by the U.S. Secretary of Transportation and Labor, and with the U.S. DOT guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any revisions thereto.
- E. Third Party Contracts - The Grantee agrees to include any applicable requirements of this ITEM in each contract and subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.
- F. The Grantee agrees to comply with the specific U.S. Department of Labor Transit Employee Protective Requirements referenced as Exhibit E (on file with the Department).

#### ITEM 24 - CIVIL RIGHTS

- A. Federal Nondiscrimination - The Grantee agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this Project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d *et seq.*; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12132 *et seq.*; Federal Transit Law at 49 U.S.C. § 5332, 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; and FTA Circular 4702.1A, "Title VI and Title VI – Dependent Guidelines for Federal Transit Administration Recipients", May 13, 2007.

- B. Federal Equal Employment Opportunity - The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA:
1. General Requirements – The Grantee agrees as follows:
    - a. Discrimination Prohibited - In accordance with 42 U.S.C. § 2000e, 49 U.S.C. § 5332, the Grantee agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies including the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 *et seq.*, (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. No. 11246 Relating to Equal Employment Opportunity") that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.
    - b. EEO Program Incorporated by Reference - If the Grantee is required to submit and obtain approval of its EEO program, that EEO program approved by the Government is incorporated by reference and made part of this Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee's eligibility to obtain future financial assistance in transportation projects.
  2. Age - In accordance with 49 U.S.C. § 5332, the Grantee agrees to refrain from discrimination against present and prospective employees for reasons of age. The Grantee further agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, with U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Financial Assistance," 45 CFR Part 90, and with The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625.
  3. Disabilities - In accordance with 42 U.S.C. Section 12112, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.
  4. Sex - In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal regulations that may be promulgated.
  5. Language Proficiency - In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order "Improving Access to Services for Persons with Limited English Proficiency", 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipient's

- C. Illinois Human Rights Act - The Grantee shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. It is understood that the term "contractor" shall also mean "Grantee." The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

In the event of the Grantee's non-compliance with any provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights (hereinafter "Department" for this subsection only), the Grantee may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Grantee agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Grantee's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with such Act and Rules and Regulations, the Grantee will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this ITEM in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement/contract, the Grantee will

be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the Department in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, the Grantee will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

- D. Sexual Harassment - The Grantee will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.
- E. Disadvantaged Business Enterprise ("DBE") - To the extent required by federal law, regulation, or directive, the Department encourages all of its grantees to make a good-faith effort to contract with DBEs. Grantees who receive more than the minimal federal assistance threshold (currently Grantees receiving planning, capital, and/or operating assistance who will have contracting opportunities (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a federal fiscal year, see 49 CFR Part 26.21) agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:
1. The Grantee agrees to comply with Section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto that may be issued during the term of this Agreement.
  2. The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBE's have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*
  3. The Grantee agrees to include the following clauses in all agreements between the Grantee and in all third party contracts funded in whole or in part with Government assistance:
    - a. "The Grantee or subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The (contractor or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S.DOT-assisted (contracts or agreements). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreement), that may result in the termination of this (contract or agreement) or such other remedy as the Department deems appropriate."
    - b. "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 60 days from the receipt of each payment the prime contractor receives from (the Grantee). The prime contractor agrees further to return retainage payments to each subcontractor within 60 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment

from the above referenced time frame may occur only for good cause following written approval of (the Grantee). ”

F. Disabilities

1. Americans with Disability Act (ADA) - The Grantee shall comply with all applicable state and federal requirements under the ADA.
  2. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with 49 U.S.C. Section 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 *et seq.*; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, *et seq.*; and the following regulations and any amendments thereto:
    - a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
    - b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
    - c) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192 and 49 CFR Part 38;
    - d) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
    - e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
    - f) U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
    - g) U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
    - h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
    - i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
    - j) U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194;
  3. Over-the-Road Accessibility Program (OTRB) – The Grantee agrees to comply with the requirements of § 3038 of TEA-21, as amended by § 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. The Grantee also agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 35 CFR Part 1192 and 49 CFR Part 38.
- G. Confidentiality - Drug or Alcohol Abuse – To the extent applicable, the Grantee agrees to comply with the confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, 42 U.S.C. §§ 201 *et seq.*, and any amendments thereto.

- H. Seat Belt Use – The Grantee shall encourage on-the-job seat belt use policies and programs for its employees in accordance with U.S. Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note.
- I. Transportation Infrastructure Finance and Innovation Act – The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFA), with regard to any TIFA funds received by the Grantee.

The Grantee also agrees to include the requirements of this ITEM in each applicable contract or subcontract financed in whole or in part with federal assistance.

#### **ITEM 25 - SEVERABILITY**

The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

#### **ITEM 26 - INTELLECTUAL PROPERTY**

##### **A. Patent Rights**

- 1. In accordance with 37 CFR Part 401, if any invention, improvement, or discovery of the Grantee or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify the Department and FTA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.
- 2. The Grantee agrees to include this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.

##### **B. Rights in Data and Copyrights**

- 1. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.
- 2. The following restrictions apply to all subject data first produced in the performance of this Agreement:
  - a. Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

- b. As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, the Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:
          - (i) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
          - (ii) Any rights of copyright to which a grantee or a third party contractor purchases ownership with federal or state assistance.
3. When the Government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Department's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Department determines otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in subparagraph (B)(2) of this ITEM, the Government may make available to the Grantee and/or any third party contractor, or third party subcontractor, either the Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph (B)(1) of this ITEM and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.
4. Unless prohibited by state law, the Grantee agrees to indemnify, save and hold harmless the State of Illinois and FTA, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. However, the Grantee shall not be required to indemnify the State of Illinois and FTA for any such liability arising out of the wrongful acts of employees or agents of the Government.
5. Nothing contained in this ITEM pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Department and FTA under any patent.
6. The requirements of subparagraphs (B)(2), (3), and (4) of this ITEM do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.
7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs (B)(1) through (B)(6) of this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.
8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.

- C. Export Control – The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

#### ITEM 27 - SCHOOL BUS AND CHARTER SERVICES OPERATIONS

- A. School Bus Operations - Pursuant to 20 ILCS 2705/2705-305(f), 49 U.S.C. Section 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605, and as a condition of receiving grant monies from the Department, the Grantee certifies, by signing this Agreement, that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards. If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served thereby and operates a separate and exclusive school bus program for the school system. The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 2705-305(f) after the date of this certification and this Agreement.
- B. Charter Bus Operations - Neither the Grantee nor any transit operator performing work in connection with this Project shall engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations "Charter Service," 49 CFR Part 604, and any subsequent Charter Service regulations or federal directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

The Grantee agrees not to engage in either school bus or charter operations, and has further signed the certification referenced hereto as part of Exhibit C. If the Grantee or any operator violates the charter or school bus agreement required by 49 U.S.C. § 5323(f), the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or U.S. DOT.

#### ITEM 28 - LABOR PROVISIONS

- A. Nonconstruction Contracts - Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all nonconstruction contracts of \$2,500 let by the Grantee in carrying out the Project:
1. Contract Work Hours and Safety Standards - The requirements of the clauses contained in 29 CFR Part 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, and not to any of the other statutes cited in 29 CFR Part 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deduction made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.



2. Nonconstruction Subcontracts - The contractor or subcontractor shall insert in any subcontract the clauses set forth in 29 CFR Part 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR Part 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.
- B. State and Local Government Employees - The provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, as amended, apply to state and local government employees participating in the FTA assisted project with the Grantee.
  - C. Illinois Public Works Preference Act - To the extent applicable and consistent with federal law, the Grantee shall include in all third party contracts the applicable provisions of the Illinois Public Works Preference Act, 30 ILCS 560.
  - D. Employment of Illinois Workers - To the extent applicable and consistent with federal law, the Grantee agrees to include in all third party contracts the applicable provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570.

#### **ITEM 29 - SUBSTANCE AND ALCOHOL ABUSE /DRUG FREE WORKPLACE**

The Grantee agrees to comply with the Illinois Drug Free Workplace Act 30 ILCS 580, and U.S. DOT Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 *et seq.*, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, and any other guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and the Grantee has signed the Drug Free Workplace Certification referenced in this Agreement (as part of Exhibit C).

#### **ITEM 30 - ENVIRONMENTAL REQUIREMENTS**

The Grantee recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA), as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53.

Accordingly, the Grantee agrees to adhere to, and agrees to impose on its third party contractors, any such federal and state requirements as the Government may now or in the future promulgate. The Grantee expressly understands that the following list may not set forth all federal environmental requirements applicable to the Grantee and the Project, however the Grantee agrees, minimally, as follows:

- A. Environmental Protection - To the extent applicable, the Grantee agrees to comply with: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*; Section 14 of the Federal Transit Act, as amended, , 49 U.S.C. App. Section 1610; the Council on Environmental Quality regulations, 40 CFR Parts 1500 *et seq.*; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

- B. Air Quality – To the extent applicable, the Grantee agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:
1. The Grantee agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.
  2. In the event the Grantee is an operator of large specialized transportation bus fleets, then the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.
  3. The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note.
- C. Use of Public Lands – To the extent applicable, the Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local significance may be used for the Project unless the federal Government makes the findings required by 49 U.S.C. Section 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.
- D. Wild and Scenic Rivers - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR Part 8350..
- E. Coastal Zone Management - To the extent applicable, the Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 *et seq.*
- F. Wetlands - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands", 42 U.S.C. §4321 note.
- G. Floodplains - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.

- H. Endangered Species and Fisheries Conservation - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 *et seq.*
- I. Historic Preservation - To the extent applicable, the Grantee agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment", 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c involving historic and archaeological preservation.
- J. Mitigation of Adverse Environmental Effects - Should the proposed Project cause adverse environmental effects, the Grantee agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. § 5324(b), all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.
- K. 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. §§ 6321 *et seq.* In addition, to the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed or modified with federal funds, as provided in "Requirements for Energy Assessments," 49 CFR Part 622, Subpart C.
- L. Clean Water and Safe Drinking Water - For all contracts and subcontracts exceeding \$100,000, the Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to 33 U.S.C. Section 1251 *et seq.* The Grantee also agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6
- M. Environmental Justice - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations," 42 U.S.C. § 4321 note.
- N. Clean Fuels - To the extent applicable, the Grantee and its contractors and subcontractors agree to comply with the requirements of 49 CFR § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, "Clean Fuels Grant Program", 49 CFR Part 624.
- O. Indian Sacred Sites - To the extent applicable, the Grantee agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note.
- P. Job Access and Reverse Commute Formula Grant Program - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5316, and applicable provisions of 49 U.S.C. § 5307, and FTA Circular 9050.1, "The Job Access and Reverse Commute Program Guidance and Applications Instructions," including any revisions thereto.

### ITEM 31 - PRIVACY

Should the Grantee, or any of its third party contractors, or their employees, administer or control any system of records on behalf of the Government, the Privacy Act of 1974 (5 U.S.C. § 552a) and the Data Processing Confidentiality Act (30 ILCS 585) imposes information restrictions on the party managing the system of records, and the Grantee and its third party contractors shall protect said information in accordance with the requirements of these Acts.

### **ITEM 32 - PROTECTION OF SENSITIVE SECURITY INFORMATION**

To the extent applicable, the Grantee agrees to comply with 49 U.S.C. § 40119(b), with implementing "Protection of Sensitive Security Information", 49 CFR Part 15, with 49 U.S.C. § 114(S) and "Protection of Sensitive Security Information", 49 CFR Part 1520, and any other implementing regulations, requirements or guidelines that the federal government may issue.

### **ITEM 33 - DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION**

The Grantee shall immediately notify the Department of any current or prospective major dispute, breach, default, or litigation that may affect the Government's interest in the Project Facilities or the Government's administration or enforcement of federal or state laws or regulations. The Grantee agrees to inform the Department before naming the Government as a party to litigation for any reason in any forum.

### **ITEM 34 - ASSIGNMENT**

The Grantee agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department, which consent may be withheld.

The Grantee also agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department.

### **ITEM 35 - AMENDMENT**

The Parties agree that no amendment to this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless the amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement.

### **ITEM 36 - TITLES**

The Parties agree that the titles of the items of this Agreement, hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.


### **ITEM 37 - TAXPAYER IDENTIFICATION NUMBER**

The Grantee certifies that **37-6002119** is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

The Grantee, by signature of its authorized representative, certifies under oath that all the information in this Agreement is true and correct to the best of the Grantee's knowledge; information and belief, that the funds shall be used only for the purposes described in this Agreement, and that the award of grant funds is conditioned upon this certification.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officials for the period **July 1, 2012** through **June 30, 2014**.

Accepted on behalf of **Shelby County**:

  
\_\_\_\_\_  
Signature of Authorized Representative

Bruce Cannon Chairman Shelby Co Board  
\_\_\_\_\_  
Type or Print Name of Authorized Representative

5/8/13  
\_\_\_\_\_  
Date

Shelby County Board Chairman  
\_\_\_\_\_  
Type or Print Title of Authorized Representative

Accepted on behalf of the State of Illinois, Department of Transportation:

\_\_\_\_\_  
Joseph E. Shacter, Director, Division of Public and Intermodal Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matt Hughes, Director, Office of Finance and Administration

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael A. Forti, Chief Counsel  
(Approved as to form)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ann L. Schneider, Secretary

\_\_\_\_\_  
Date

## Opinion of Counsel

I, the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and am counsel for and attorney for the **Shelby County**. In this capacity, my opinion has been requested concerning the eligibility of the (Name of Grantee) for grant assistance under the provisions of the Downstate Public Transportation Act (Act), 30 ILCS 740/3-1 et seq., and 49 U.S.C. § 5316. I have also reviewed the Section 5316 Operating Assistance Grant Agreement, contract #4373, ("Agreement") tendered by the State of Illinois ("State") to the Grantee. You are hereby advised as follows:

1. **Shelby County** is an eligible recipient as defined in state regulations.
2. There are no provisions in **Shelby County's** charter or by-laws or in the statutes of the State, the United States of America, or any other local ordinances that preclude or prohibit **Shelby County** from making said Agreement for or contracting with the State for the purpose of receiving a State operating assistance grant.
3. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts which would adversely affect this application, or which seeks to prohibit **Shelby County** from contracting with the State for the purpose of receiving a State operating assistance grant.

Based upon the foregoing, I am of the opinion that **Shelby County** is an eligible recipient under the provisions of the Act, and that it is fully empowered and authorized to enter into this Agreement and to accept the grant from the State.

Signature:   
(Attorney's Name)

Attorney for: **Shelby County**

Date: 5-9-13

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING EXAMINED THE ATTACHED

RESOLUTION \_\_\_\_\_

PETITION   X  

AGREEMENT \_\_\_\_\_

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

[Redacted signature area]

STATE OF ILLINOIS,

County of Shelby } ss.  
Road District of Ash Grove }

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Ash Grove in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 169 at a point near SE 1/4 SE 1/4 Sec. 6; R6E; T11N; 3rd PM

in said Road District, for which said work the Road District of Ash Grove is responsible; and the cost of which work will be three thousand Dollars, which sum will be more than .02 per cent of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Shelbyville, this 24th day of April, 2013

  
Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.  
Road District of Ash Grove }


I, the undersigned Highway Commissioner of the Road District of Ash Grove County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Pipe Culvert -	1500	(48" x 36')
Labor, Equip, Mat'l -	1500	
TOTAL -	\$3000	

and I do estimate that the probable cost of the same will be three thousand Dollars.

Witness my hand, this 24th day of April, 2013

  
Highway Commissioner.



PETITION FOR COUNTY AID TO BUILD  
OR REPAIR BRIDGE, CULVERT OR  
DRAINAGE STRUCTURE  
ROAD DISTRICT OF

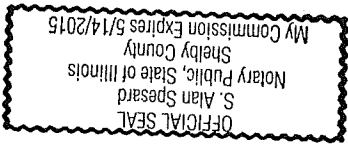
Ash Grove

Shelby

COUNTY, ILLINOIS

Filed this \_\_\_\_\_ day of \_\_\_\_\_

County Clerk.



STATE OF ILLINOIS,  
County of Shelby }  
Road District of Ash Grove }  
ss. {  
Brian Anderson  
Highway Commissioner of said Road District of  
Ash Grove  
being duly sworn, on oath says that  
three thousand  
Dollars mentioned in the estimate to which this  
affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose  
required.  
\_\_\_\_\_ Highway Commissioner.  
2013

Subscribed and sworn to before me, this 24th day of April 2013

ash grove 1425n (1600x1200x24b jpeg)



Fridlay Bridge  
Underwater Inspection  
By Collins Engineers

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING  
EXAMINED THE ATTACHED





RESOLUTION   X  

PETITION \_\_\_\_\_

AGREEMENT \_\_\_\_\_

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  


**RESOLUTION NO.** 2013-22

WHEREAS, The Bridge located on County Highway #3, FAS #642 (otherwise known as "The Findlay Bridge", bridge #087-3001), Shelby County, is required to have an inspection every 5 years.

And, IDOT's policy requires the inspection of piers to be by structurally qualified and trained underwater divers.

And, Collins Engineers Inc. is qualified for structural inspection of bridges requiring underwater divers.

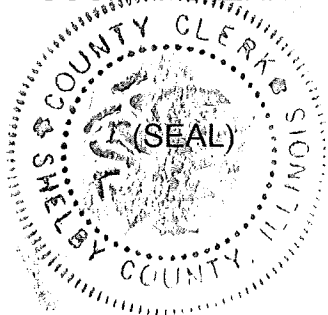
And, Collins Engineering has submitted an acceptable proposal (attached and made apart of this resolution).

THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED by the Shelby County Board that Collins Engineer be approved to provide inspection as detailed in the attached proposal and Payment for their services will be from the County Highway Department Funds.

**STATE OF ILLINOIS)  
COUNTY OF SHELBY)      SS**

I, Jessica Fox, County Clerk in and for said County in the state aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true perfect and complete copy of a RESOLUTION adopted by the County Board of Shelby County at its regular meeting held in Shelbyville Illinois on May 8, 2013.  
IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 8th day of May A.D. 2013.

  
\_\_\_\_\_  
COUNTY CLERK



## Shelby Co Hwy

---

**From:** "Nicholas Triandafilou" <NTriandafilou@collinsengr.com>  
**To:** "Shelby Co Hwy" <shelbycohwy@consolidated.net>  
**Sent:** Wednesday, April 24, 2013 12:12 PM  
**Attach:** Lake Shelbyville Prop 4-24-13.pdf  
**Subject:** RE: Shelby County under water inspection 087-3001

Alan,

Attached please find our proposal to complete the underwater inspection of SN 087-3001. After reviewing the drawings you sent and based on the water depths, the total fee ended up being higher than we originally discussed. If we are able to schedule other work in the area, we may be able to cut down on the mobilization costs, but I don't know of anything before the end of May.

Please let me know if you have any questions or comments.

Thank you,

Nicholas R. Triandafilou, P.E.\*, S.E.  
 Structural Engineer / Project Manager  
**COLLINS ENGINEERS, INC.**  
 123 North Wacker Drive, Suite 900  
 Chicago, Illinois 60606  
 Direct 312.236.7004  
 Mobile 312.520.6487  
 Main 312.704.9300  
 Fax 312.704.9320  
 24-Hour Emergency Response: 877.346.3234  
[ntriandafilou@collinsengr.com](mailto:ntriandafilou@collinsengr.com)  
 Visit us at [www.collinsengr.com](http://www.collinsengr.com)

\*Licensed in IL, IN, MI, OH, KY, and NY

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**From:** Shelby Co Hwy [mailto:shelbycohwy@consolidated.net]  
**Sent:** Friday, April 19, 2013 10:10 AM  
**To:** Nicholas Triandafilou  
**Subject:** Shelby County under water inspection 087-3001

Nick,

I will put the plans in the mail to you today.

Their may be a few piers in the main channel (the old river) that maybe over 35 feet in depth.

alan spesard, PE

# COLLINS ENGINEERS INC

April 22, 2013

Mr. Alan Spesard, P.E.  
Shelby County

Subject: Underwater Inspection of S.N. 087-3001

Dear Mr. Spesard,

In accordance with our recent discussions, Collins Engineers, Inc. (Collins) is pleased to submit this proposal to perform a routine underwater inspection of S.N. 087-3001, the Findley Bridge (County Highway 3) over Lake Shelbyville. The scope of work for this project includes the following:

- Mobilization from Chicago to the bridge site
  - 3-man inspection team
  - Boat and inspection equipment
  - Dive equipment
- Perform water depth soundings
  - Channel cross-sections along bridge fascias and 100 feet north and south of the bridge
  - Around each submerged substructure unit
- Performing an underwater inspection of all submerged substructure units
  - Diving inspection of all pier surfaces below water
  - Inspection of above water portions of piers that may be submerged during routine above water biennial inspections
  - Photographs of typical conditions and specific defects
- Report Preparation
  - Executive Summary
  - Description of Structure
  - Method of Investigation
  - Description of Existing Conditions
  - Evaluation and Recommendations
  - Inspection Figures (CADD drawings detailing inspection findings)
  - Photographs
  - IDOT Rating Form (Form BBS BIR-UW1)

Please note that the following items are not included with this proposal:

- Repair design/drawings
- Remobilization to the bridge site if inspection is cancelled due to unforeseeable weather related issues
- Underwater Acoustic Imaging

All work will be conducted under the direction of an approved Illinois Team Leader and Licensed Structural Engineer who will sign and seal the report and rating forms. If requested, certificates indicating Collins insurance coverage, which includes Workers compensation, General Liability and Property Damage Insurance and Professional Liability Insurance, can be furnished.

We propose to complete the work described above on an hourly rate basis, in accordance with our current table of rates for engineering services (see attached), with an estimated maximum amount of **\$21,600.00**. This maximum amount will not be exceeded without the written approval of the Shelby County Highway Department. Invoices for the work will be submitted monthly and payment will be due in thirty (30) days.

Please do not hesitate to Nicholas Triandafilou at 312-520-6487 or via email at [ntriandafilou@collinsengr.com](mailto:ntriandafilou@collinsengr.com) if you have any questions or concerns. We appreciate this opportunity to offer our services to SPS and look forward to continue working with you.

Very truly yours,

COLLINS ENGINEERS, INC.



**Stan-Lee Kaderbek, S.E., P.E., LEED AP**  
**Senior Vice President**



Project: Client: Lake Shelbyville

		PERSONNEL CLASSIFICATION															TOTALS					
PHASE	TASK	SUB-TASK	Average Hourly Rate	\$ 266.00	\$ 239.00	\$ 214.00	\$ 192.00	\$ 159.00	\$ 139.00	\$ 117.00	\$ 92.00	\$ 116.00	\$ 143.75	\$ 105.00	\$ 82.50	\$ 97.50	\$ 60.00	\$ 90.00	\$ 100.00	\$ 71.25		
				(E8)	(E7)	(E6)	(E5)	(E4)	(E3)	(E2)	(E1)	(T3)	(O3)	(D2)	(D1)	(T2)	(T1)	(PA)	(C2)	(C1)		
01	900	QC		2.00				4.00													6.00	
		A																				
		REG HOURS SUBTOTAL		2.00				4.00														6.00
		Weighted Rate		88.67				106.00														194.67
01	905	PROJECT MANAGEMENT						8.00														8.00
		A																				
		REG HOURS SUBTOTAL						8.00														8.00
		Weighted Rate						159.00														195.00
01	910	PLANNING						4.00														4.00
		A																				
		REG HOURS SUBTOTAL						4.00														4.00
		Weighted Rate						159.00														195.00
01	001	Field Inspection																				4.00
		A																				
		REG HOURS SUBTOTAL																				4.00
		Weighted Rate																				195.00
		A																				
		B																				
		C																				
		D																				
		E																				
		F																				
		REG HOURS SUBTOTAL																				6.00
		Weighted Rate																				84.00
01	002	Report Preparation																				6.00
		A																				
		B																				
		C																				
		D																				
		E																				
		REG HOURS SUBTOTAL																				6.00
		Weighted Rate																				122.67
01	003																					6.00
		A																				
		B																				
		C																				
		D																				
		E																				
		REG HOURS SUBTOTAL																				72.00
		Weighted Rate																				94.17
01	004																					6.00
		A																				
		B																				
		C																				
		D																				
		E																				
		REG HOURS SUBTOTAL																				6.00
		Weighted Rate																				71.25
01	005																					6.00
		A																				
		B																				
		C																				
		D																				
		E																				
		REG HOURS SUBTOTAL																				6.00
		Weighted Rate																				71.25

414



# COST ESTIMATE OF CONSULTANT SERVICES

Project: Routine Underwater Insp

Project No.: \_\_\_\_\_ 10 Chicago

Client:  
Address:

FIRM: COLLINS ENGINEERS, INC.

DATE: 22-Apr-13

Billing Overhead rate (Cost Plus FF) OR Multiplier Mark  
Up (if not Cost Plus Fixed Fee): \_\_\_\_\_ %

Fixed Fee is for Cost Plus Fixed Fee Job Only  
Fixed Fee \_\_\_\_\_ %  
No Fixed Fee % necessary if T&M or Lump Sum

180.00% %

City: Shelbyville  
State: IL  
Zip Code:  
Contact: Alan Spesard

Estimate Prepared By: NRT

TASK (PHASE)	GROUP 1	PHASE	ITEM	MANHOURS	PAYROLL (1)	BILLING	FIXED FEE	LABOR BILLINGS/COMPENSATION	REIMB EXP/COSTS	SUB CONSULTANTS	TOTAL	PERCENT OF GRAND TOTAL
00	000		REIMBURSABLE EXPENSES									
00	001		SUBCONSULTANTS						\$1,205		\$1,204.75	6%
01	900	QC		6.0	\$1,168			\$1,168.02			\$1,168.02	5%
01	905		PROJECT MANAGEMENT	8.0	\$1,272			\$1,272.00			\$1,272.00	6%
01	910		PLANNING	4.0	\$636			\$636.00			\$636.00	3%
01	001		Field Inspection	84.0	\$10,544			\$10,544.28			\$10,544.28	49%
01	002		Report Preparation	72.0	\$6,780			\$6,780.24			\$6,780.24	31%
01	003											
01	004											
01	005											
01	006		PHASE NAME									
01	007		PHASE NAME									
01	008		PHASE NAME									
01	009		PHASE NAME									
01	010		PHASE NAME									
01	011		PHASE NAME									
01	012		PHASE NAME									
01	013		PHASE NAME									
01	014		PHASE NAME									
01	015		PHASE NAME									
01	016		PHASE NAME									
01	017		PHASE NAME									
01	018		PHASE NAME									
01	019		PHASE NAME									
01	020		PHASE NAME									
01	021		PHASE NAME									
01	022		PHASE NAME									
01	023		PHASE NAME									
01	024		PHASE NAME									
01	025		PHASE NAME									
01	026		PHASE NAME									
01	027		PHASE NAME									
01	028		PHASE NAME									
			TOTAL	174.0	\$20,401			\$20,400.54	\$1,204.75		\$21,605.29	94%

Project Multiplier Included in Rates

'(1)

415

# DIRECT COSTS

ITEM	NUMBER OF	NUMBER OF	UNIT	UNIT	
	SETS	SHEETS		PRICE	EXTENSION
<b>Reproduction for Contract Documents</b>					
35% Submittal					
Reproduction					
Specifications		0	Sheet	\$0.10	\$0
Cost Estimates		0	Sheet	\$0.10	\$0
Drawings (11 X 17 Bond)		0	Sheet	\$0.15	\$0
Drawings (Full-size Bond or Vellum)		0	Sheet	\$1.50	\$0
Drawings (Full-size Mylar)		0	Sheet	\$2.00	\$0
Total					\$0
95% Submittal					
Reproduction					
Specifications		0	Sheet	\$0.10	\$0
Cost Estimates		0	Sheet	\$0.10	\$0
Drawings (11 X 17 Bond)		0	Sheet	\$0.15	\$0
Drawings (Full-size Bond or Vellum)		0	Sheet	\$1.50	\$0
Drawings (Full-size Mylar)		0	Sheet	\$2.00	\$0
Total					\$0
Final Submittal					
Reproduction					
Specifications		0	Sheet	\$0.10	\$0
Cost Estimates		0	Sheet	\$0.10	\$0
Drawings (11 X 17 Bond)		0	Sheet	\$0.15	\$0
Drawings (Full-size Bond or Vellum)		0	Sheet	\$1.50	\$0
Drawings (Full-size Mylar)		0	Sheet	\$2.00	\$0
Total					\$0
Report Reproduction					
Text		25	Sheet	\$0.10	\$3
Photograph Sheets			Sheet	\$1.50	\$0
Binders		5	Each	\$10.00	\$50
Tabs			Sets	\$8.00	\$0
CD-ROM		1	Each	\$10.00	\$10
Total					\$63
<b>TOTAL FOR CONTRACT DOCUMENTS</b>					<b>\$63</b>
<b>Inspection Phase</b>					
Airfare		0	Each	\$1,250.00	\$0
Rental Car (Including Gas)		0	Day	\$100.00	\$0
Mileage (Round trips from Chicago to Bridge)		450	Miles	\$0.565	\$254
Lodging		6	Day	\$70.00	\$420
Meals		6	Day	\$28.00	\$168
Shipping (Equipment)		0	Each	\$50.00	\$0
Long Distance Telephone		0	Day	\$5.00	\$0
Expendable Supplies		0	Day	\$5.00	\$0
Chamber		0	Day	\$250.00	\$0
18 ft. Boat, Motor, and Trailer		0	Day	\$110.00	\$0
19 ft. Boat, Motor, and Trailer		0	Day	\$110.00	\$0
20 ft. Boat, Motor, and Trailer		2	Day	\$150.00	\$300
22 ft. Boat, Motor, and Trailer		0	Day	\$190.00	\$0
Acoustic Imaging (Mesotech)		0	Day	\$350.00	\$0
Recording Fathometer		0	Day	\$50.00	\$0
Automated Hydrographic Survey System		0	Day	\$345.00	\$0
Individual Diving Equipment		0	Day	\$30.00	\$0
Surface Supplied Diving Equipment		0	Day	\$300.00	\$0
Ultrasonic Thickness D-Meter		0	Day	\$50.00	\$0
Ultrasonic Testing Machine - Anchor Rods		0	Day	\$100.00	\$0
<b>TOTAL FOR INSPECTION PHASE</b>					<b>\$1,142</b>

Shelbyville R.R.  
Award

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING  
EXAMINED THE ATTACHED


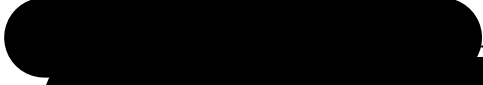


RESOLUTION   X  

PETITION           

AGREEMENT           

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

  
\_\_\_\_\_  
  
  


RESOLUTION

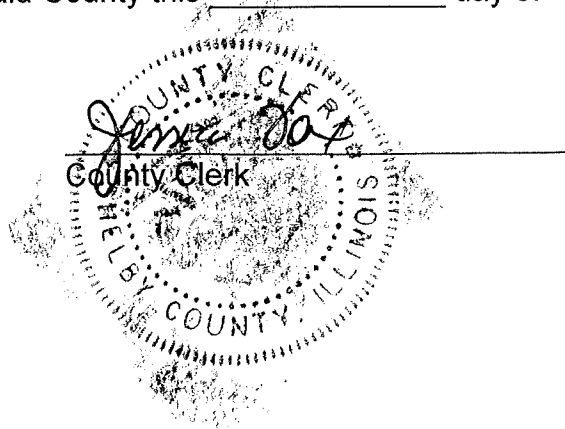
2013-23

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the awarding of a contract for the Shelbyville Township Railroad Crossing, Section 10-20121-00-FL, to Brad Agney Backhoe Service based on their low bid submitted at a letting held May 6, 2013, of \$292,986.70.

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF SHELBY        )

I, Jessica Fox County Clerk in and for said County in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the County Board of Shelby County at its regular meeting held in Shelbyville, Illinois on May 8, 2013.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 8th day of May, 2013, A.D.



Illinois Department  
of Transportation

County SHELBY Date 05-06-2013  
 Muncip/R.D. SHELBYVILLE Time 9:00 A.M.  
 Section 10-20121-00-FL Appropiation SHELBY CO  
 Attended by \_\_\_\_\_

1-1 Brad Agney Backhoe Sv  
RR 4 Box 97  
Shelbyville IL 62565

1-2 AJ Walker Construction  
421 South 21st Street  
Mattoon IL 61938

1-3 Perry County Construction  
PO Box 396  
Herrin IL 62948

Item No. or Group	Items	Delivery	Unit	Quantity	Name and Address of Bidders		Approved Engineer's Estimate					
					Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	TREE REMOVAL		ACRE	0.10	20,000.00	2,000.00	10000.00	1,000.00	2,556.65	2,556.69	27500.00	2,750.00
2	EARTH EXCAVATION		CU YD	247.00	20.00	4,940.00	14.00	3,458.00	15.49	3,826.03	11.00	2,717.00
3	FURNISHED EXCAVATION		CU YD	3,244.00	25.00	81,100.00	11.00	35,684.00	20.13	65,301.72	21.00	68,124.00
4	TRENCH BACKFILL		CU YD	103.00	29.00	2,987.00	30.00	3,090.00	27.91	2,874.73	50.00	5,150.00
5	POROUS GRANULAR BACKFILL		CU YD	201.00	21.00	4,221.00	27.50	5,527.50	58.92	11,842.92	48.00	9,648.00
6	GRADING AND SHAPING DITCHES		FT	291.00	5.00	1,455.00	2.50	727.50	5.13	1,492.83	11.00	3,201.00
7	SEEDING CLASS 1		ACRE	0.10	3,000.00	300.00	2500.00	250.00	2000.00	200.00	2200.00	220.00
8	SEEDING CLASS 2		ACRE	0.80	3,000.00	2,400.00	2,500.00	2,000.00	2,000.00	1,600.00	2,200.00	1,760.00
9	NITROGEN FERT NUTRIENT		POUND	81.00	3.00	243.00	3.00	243.00	1.15	93.15	1.40	113.40
10	PHOSPHORUS FERT NUTRIENT		POUND	81.00	3.00	243.00	3.00	243.00	1.15	93.15	1.40	113.40
11	POTASSIUM FERT NUTRIENT		POUND	81.00	3.00	243.00	3.00	243.00	1.15	93.15	1.40	113.40
12	MULCH METHOD 2		ACRE	0.90	3,000.00	2,700.00	2,500.00	2,250.00	2,575.00	2,317.50	2,800.00	2,520.00
13	TEMP EROSION CONTROL SEEDING		POUND	180.00	3.00	540.00	1.00	180.00	2.00	360.00	5.00	900.00
14	TEMP DITCH CHECKS		FT	32.00	35.00	1,120.00	10.00	320.00	17.00	544.00	27.50	880.00
15	INLET AND PIPE PROTECTION		EACH	9.00	250.00	2,250.00	100.00	900.00	120.00	1,080.00	55.00	495.00
16	STONE RIPRAP CLASS A3		TON	34.00	45.00	1,530.00	27.00	918.00	36.72	1,248.48	30.00	1,020.00
17	STONE RIPRAP CLASS A4		TON	227.00	50.00	11,350.00	36.50	8,285.50	37.55	8,523.85	34.00	7,718.00
18	AGG BASE CSE TY A		TON	1,127.00	30.00	33,810.00	19.00	21,413.00	21.55	24,286.85	23.00	25,921.00
19	BIT MATERIALS PRIME COAT		GAL	850.00	7.00	5,950.00	5.80	4,930.00	5.20	4,420.00	5.75	4,887.50
				TOTAL								
				BIDS								
				% Over(+)/ Under(-) Est.								
				AS READ								

County		SHELBY		Date		05-06-2013		Name and Address of Bidders		Approved Engineer's Estimate		
Municipality	Section	Appropriation	Attended by	Time	Quantity	Unit	Delivery	Items	Unit Price	Total	Unit Price	Total
		SHELBYVILLE	SHELBY CO	9:00 A.M.	2,093.00	GAL		BIT MATERIALS COVER & SEAL COVER COAT AGG	6.00	12,558.00	3.40	7,116.20
		10-20121-00-FL			57.00	TON		SEAL COAT AGG	85.00	4,845.00	88.00	5,016.00
					31.00	TON		REMOVAL OF EXISTING STRUCTURES	85.00	2,635.00	100.05	3,101.55
					1.00	EACH		RE-BARS	10,000.00	10,000.00	5439.00	5,439.00
					10,355.00	POUND		CONCRETE BOX CULVERTS	1.50	15,532.50	1.50	15,532.50
					64.60	CU YD		PIPE CULVERT CLASS D TY 1 12"	775.00	45,220.00	990.55	63,989.53
					114.00	FT		PIPE CULVERT CLASS D TY 1 15"	22.00	2,508.00	31.95	3,642.30
					116.00	FT		PIPE CULVERT CLASS D TY 1 30"	25.00	2,900.00	33.26	3,858.16
					298.00	FT		METAL END SECTIONS 30"	40.00	11,920.00	59.23	17,650.54
					6.00	EACH		STORM SEWERS CLASS B TY 1 15"	450.00	2,700.00	543.16	3,258.96
					156.00	FT		CONC HEADWALLS FOR PIPE DRAINS	27.00	4,212.00	37.56	5,859.36
					2.00	EACH		PIPE DRAINS 6"	350.00	700.00	295.29	590.58
					48.00	FT		PIPE UNDERDRAINS 6"	20.00	960.00	36.46	1,750.08
					52.00	FT		INLETS TY A TY 8 GRATE	22.00	1,144.00	32.74	1,702.48
					2.00	EACH		EL PLATE BEAM GUARDRAIL TY A 6 FT POSTS	750.00	1,500.00	642.97	1,285.94
					138.00	FT		MOBILIZATION	23.00	3,174.00	45.00	6,210.00
					1.00	L SUM		STONE RIPRAP CLASS A4 SPECIAL	10,000.00	10,000.00	9644.00	9,644.00
					66.00	TON		GRANULAR BACKFILL FOR STRUCTURE	55.00	3,630.00	90.85	5,996.10
					201.00	CU YD		TOTAL BIDS	21.00	4,221.00	0.00	
					AS READ	% Over(+) Under(-) Est.						

Illinois Department of Transportation

County SHELBY  
 Municipality SHELBYVILLE  
 Section 10-20121-00-FL

Date 05-06-2013  
 Time 9:00 A.M.  
 Appropriation SHELBY CO  
 Attended by

3-1  
 Brad Agney Backhoe Srv  
 RR 4 Box 97  
 Shelbyville IL 62565

3-2  
 AJ Walker Construction  
 421 South 21st Street  
 Mattoon IL 61938

3-3  
 Perry County Construction  
 PO Box 396  
 Herrin IL 62948

Item No. or Group	Items	Delivery	Unit	Quantity	Name and Address of Bidders		Approved Engineer's Estimate				
					Unit Price	Total	Unit Price	Total			
39	STEEL PLATE BEAM GUARDRAIL SHORT RADIUS		FT	32.00	25.00	800.00	52.00	1,664.00	57.00	1,824.00	
40	RAILROAD PROTECTIVE LIAB		L SUM	1.00	10,000.00	10,000.00	1500.00	1,500.00	16000.00	16,000.00	
41	AGG SURFACE CSE TY A SPECIAL		TON	27.00	28.00	756.00	40.00	1,080.00	37.00	999.00	
42	DESIGN FURNISH AND CONSTRUCT MSE RETAININGWALLS		SQ FT	1,073.00	44.00	47,212.00	50.00	53,650.00	57.00	61,161.00	
							358,509.50	292,986.70	366,477.00	368,321.35	
TOTAL BIDS											
% Over(+)/ Under(-) Est											
AS READ											

1988 Ford Dump  
Surplus Property

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING  
EXAMINED THE ATTACHED


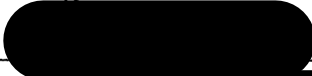
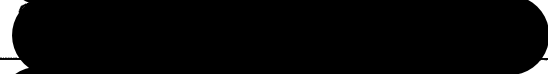


RESOLUTION   X  

PETITION \_\_\_\_\_

AGREEMENT \_\_\_\_\_

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  




**RESOLUTION NO. 2013-24**

WHEREAS, THE SHELBY COUNTY HIGHWAY DEPARTMENT has a 1988 Ford Dump Truck (VIN 1FDYU80U4JVA30952) that is not needed.

THEREFORE, BE IT RESOLVED that the County Board of Shelby County, give the Shelby County Highway Department permission to declare a 1988 Ford Dump Truck as surplus and the right to take bids on the disposition of same.

**STATE OF ILLINOIS)  
COUNTY OF SHELBY)      SS**

I, Jessica Fox County Clerk in and for said County in the state aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true perfect and complete copy of a RESOLUTION adopted by the County Board of Shelby County at its regular meeting held in Shelbyville Illinois on May 8, 2013.  
IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 8th day of May A.D. 2013.



TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING EXAMINED THE ATTACHED

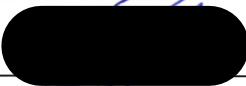

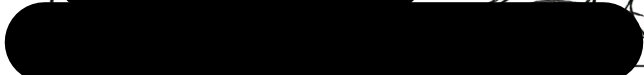
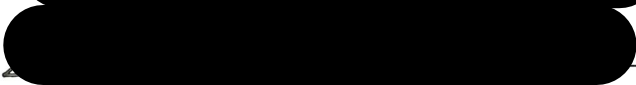

RESOLUTION \_\_\_\_\_

PETITION   X  

AGREEMENT \_\_\_\_\_

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  


STATE OF ILLINOIS,
County of Shelby ss.
Road District of Lakewood

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Lakewood in said County, would respectfully represent that Bridge 087-3329 needs to be replaced over the Mitchell Creek where the same is crossed by the highway TR 361 at a point near the NE 1/4 NE 1/4 Section 30; R3E; T10N; 3rd PM

in said Road District, for which said work the Road District of Lakewood is responsible; and the cost of which work will be three hundred thousand Dollars, which sum will be more than .02 per cent of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Shelbyville, this 3rd day of May 2013

Highway Commissioner.

STATE OF ILLINOIS,
County of Shelby ss.
Road District of Lakewood

I, the undersigned Highway Commissioner of the Road District of Lakewood County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Engineering - 30,000

Replace Bridge - 270,000

TOTAL - \$300,000

and I do estimate that the probable cost of the same will be three hundred thousand Dollars.

Witness my hand, this 3rd day of May 2013

Highway Commissioner.

PETITION FOR COUNTY AID TO BUILD  
OR REPAIR BRIDGE, CULVERT OR  
DRAINAGE STRUCTURE

ROAD DISTRICT OF

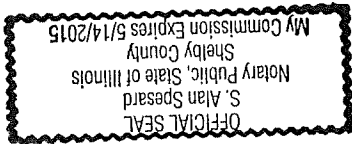
Lakewood

Shelby

COUNTY, ILLINOIS

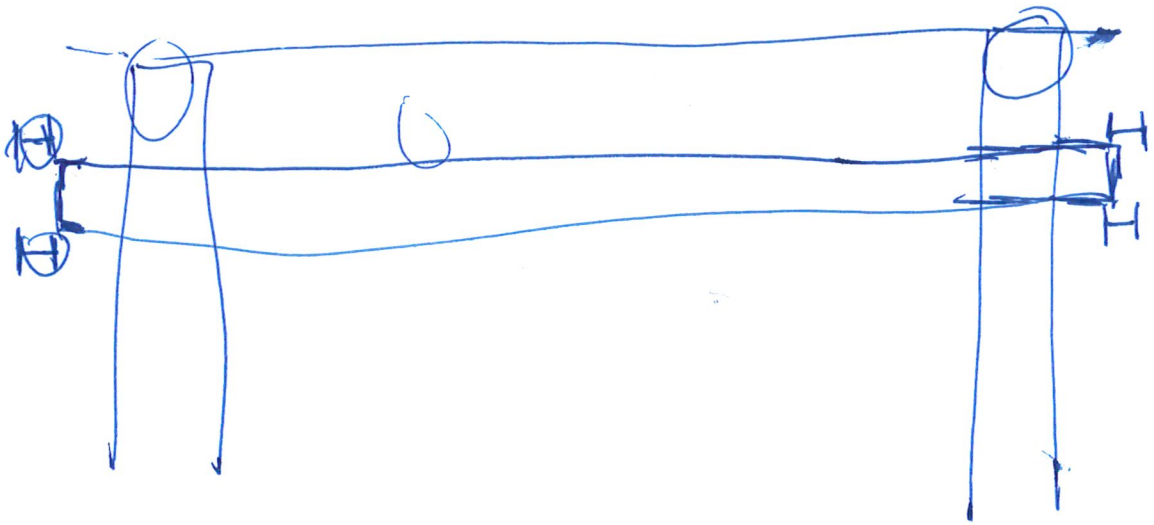
Filed this \_\_\_\_\_ day of \_\_\_\_\_

County Clerk



STATE OF ILLINOIS,  
County of Shelby }  
Road District of Lakewood } ss.  
Bill Schwenker  
Highway Commissioner of said Road District of  
Lakewood  
being duly sworn, on oath says that  
three hundred thousand  
Dollars mentioned in the estimate to which this  
affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose  
required.  
Highway Commissioner. \_\_\_\_\_  
Subscribed and sworn to before me, this 3rd day of May 2013

lakewood 3329 (1600x1200x24b jpeg)



Lakewood Bn 3329  
Henderson + Assoc's

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING  
EXAMINED THE ATTACHED

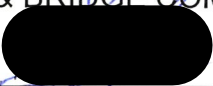



RESOLUTION   X  

PETITION           

AGREEMENT           

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**ALLEN HENDERSON & ASSOCIATES, INC.**  
**CONSULTING CIVIL AND STRUCTURAL ENGINEERS**  
907 South 4th Street • Springfield, IL 62703  
Tele: 217/544-8033 • Fax: 217/544-3965

May 3, 2013

Mr. Alan Spesard, County Engineer  
Shelby County Highway Department  
Rural Route 3, Box 38A  
Shelbyville, Illinois 62565

**RE: Preliminary Engineering Services Agreement  
T.R. 361 over Mitchell Creek  
Section 13-09121-00-BR  
Shelby County  
AHAI Project No. 013-021A**

Dear Mr. Spesard:

Enclosed is five (5) copies of the signed Preliminary Engineering Services Agreement for the referenced project. This is being forwarded to you for further processing.

Thank you for requesting our services for this project. If you need any further information, please do not hesitate to call.

Very truly yours,

A thick black horizontal bar used to redact the signature of Christopher P. Kohlrus.

Christopher P. Kohlrus



Municipality Shelby County Highway Department	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Allen Henderson and Assoc., Inc.
Township Lakewood				Address 907 South 4 <sup>th</sup> Street
County Shelby				City Springfield
Section 13-09121-00-BR				State Illinois 62703

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

### Section Description

Name T.R. 361 over Mitchell Creek

Route T.R. 361 Length ±0.20 Mi. ±1000.00 FT (Structure No. 087-3329(E))

Termini Beginning at a point near the southwest corner of the southwest ¼ of the southeast ¼ of Section 19, T.10N., R.3E. of the 3<sup>rd</sup> P.M. and extending easterly.

**Description:**

The project provides a replacement structure for the existing structurally deficient bridge. The replacement structure will be a P.P.C. deck beam bridge.

### Agreement Provisions

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer



- i.  Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k.  Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1i, 1j, 1k, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$100,000	10.00	(see note)
Next \$200,000	9.00	%
Next \$200,000	8.00	%
Next \$200,000	7.00	%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs of the ENGINEER AGREES at actual cost of performing such work plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due to the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:

- a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 95 percent of the total fee due under this AGREEMENT based on the approved estimate of cost. The upper and lower limits of the awarded contract for fee determination purposes shall be 107% and 93%, respectively, of the approved estimate of cost.
- b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 95 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 130 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 130 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

---

**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

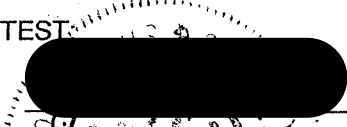
Shelby County of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By

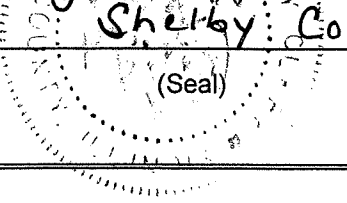
Board of Directors



Shelby County

Clerk

(Seal)



By



Title Chairman

Executed by the ENGINEER:

Allen Henderson and Associates, Inc.

907 S. 4<sup>th</sup> Street

ATTEST:

Springfield, Illinois

By



By



Title Vice-President

Title President

Approved

\_\_\_\_\_  
Date

Department of Transportation

\_\_\_\_\_  
Regional Engineer

## Zoning/EMA Report

### Shelby County Board Meeting 5-8-2013

#### Zoning

Board of Appeals met on April 25<sup>th</sup> to discuss a previously approved Variance to the Zoning Ordinance.

- January of 2005 the Board approved a request to place a home with a setback of 15 feet from a local road in Westervelt. The current property owners would like to add on to the home although not any closer to the road than what was previously allowed.

Consensus of the Board was that it is appropriate to approve the application.

16 Building Permits Issued in April.

- 1 New Residence
- 9 Acc. Building
- 1 Commercial Acc.
- 2 Res. Addition
- 2 Modular Home
- 1 Mobile Home

#### EMA

Hosted Storm Spotter Training on April 17<sup>th</sup>.

Attended EMAT Training on April 24<sup>th</sup> in Decatur

Attended IESMA Conference April 25<sup>th</sup> – April 27<sup>th</sup>.

Crop Production Services walk-through on May 2<sup>nd</sup>.

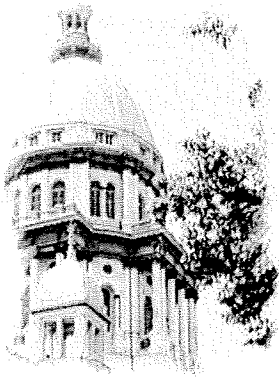
Presented about Disaster Assistance on May 3<sup>rd</sup> at Highway Commissioners Conference

May 16<sup>th</sup> REA Committee Meeting cancelled.

May 22<sup>nd</sup> hosting IEMA's Effective Communications Class at the Lake Shelbyville Visitor's Center.

### April Building Permit Log

<u>Permit #</u>	<u>Date</u>	<u>Name</u>	<u>Township</u>	<u>Parcel ID</u>	<u>Type</u>	<u>Fee</u>
13-012	4/4/2013	Brock Boltz	20; Rural	1906-20-00-200-007	Acc. Building	\$ 125.00
13-013	4/5/2013	John Helton	27; Richland	1614-27-00-200-006	Acc. Building	N/F
13-014	4/5/2013	John Helton	27; Richland	1614-27-00-200-006	Acc. Building	N/F
13-015	4/8/2013	Storage Place	16; Shelbyville	2013-16-00-200-002	Comm. Accessory	\$ 250.00
13-016	4/8/2013	James Pauley	34; Oconee	1116-34-00-100-009	Res. Addition	\$ 125.00
13-017	4/9/2013	Double R Soil and Swine	17; Rural	1906-17-00-100-002	Acc. Building	N/F
13-018	4/10/2013	James Huffmaster	19; Big Spring	0221-19-00-100-005	Grain Bin	N/F
13-019	4/11/2013	Philip Catona	29; Okaw	1208-29-00-100-036	Acc. Building	\$ 125.00
13-020	4/12/2013	Cory Richards	08; Dry Point	0524-08-00-100-001	Modular Home	\$ 175.00
13-021	4/22/2013	Neil Perkins	06; Cold Spring	0417-06-00-200-12	Acc. Building	N/F
13-022	4/25/2013	Kyle Hille	36; Sigel	2121-36-00-200-003	Mobile Home	\$ 175.00
13-023	4/25/2013	Lisa Pugsley	05; Flat Branch	0603-05-00-100-021	Acc. Building	\$ 125.00
13-024	4/29/2013	Ralph White	31; Penn	1302-31-00-100-004	Acc. Building	\$ 125.00
13-025	4/29/2013	Lou Maxedon	15; Ridge	1707-15-17-308-001	Res. Addition	\$ 125.00
13-026	4/29/2013	Mike Furr	33; Ridge	1707-33-00-400-007	Acc. Building	N/F
13-027	4/30/2013	Dave Wirey	27; Todd's Point		Modular Home	\$ 175.00



# Counties *at the* Capitol

Published by the  
Illinois Association of County Board Members and Commissioners

President James McMahon, Vermilion County  
Kelly J. Murray, Executive Director • Taylor Anderson, Legislative Consultant

413 West Monroe • Springfield, Illinois 62704 • 217/528-5331 • www.ilcounty.org

April 19, 2013



## New legislative committee

President Jim McMahon recently announced his appointments to the standing IACBMC legislative committee. The committee is charged with establishing a pro-active statement of policy and providing consultation to the executive director and legislative director in guiding the overall legislative activities of the Association. The following county board members will serve a two year term:

### District 1 – Southern Illinois

Jim Fowler (Saline County)  
Tabitha Meador (Marion County)  
John Rendleman (Jackson Co.)

### District 2 – West Central

David Parish (Cass County)  
Dick Rawlings (Morgan County)  
Tom Scheetz (Hancock County)

### District 3 – East Central

Pat Haskins (Ford County)  
Alan Kurtz (Champaign County)  
Kathleen Piatt (Piatt County)

### District 4 – Northern Illinois

Richard Brunk (Rock Island Co.)  
Chris Lauzen (Kane County)  
Ron Wait (Boone County)  
Tom Walsh (LaSalle County)

Illinois House members rushed to pass bills out of the House by the April 19 deadline before adjourning for a one-week recess; the Senate deadline is April 25. This report focuses primarily on county-related bills that have advanced from their chamber of origin. It is not all-inclusive. If you have questions regarding any legislation please contact our office at 217-528-5331.

## Senate Bills in the House

*These bills have passed the Senate and arrived in the House.*

### SB 1224 (Murphy) Hoffman IMRF – NO SICK

**Status: House Pensions Committee**  
Ends the practice of using unused vacation and sick time to increase pension benefits or to establish service credit.

### SB 1430 (Syverson) Cabello COUNTIES BORROWING MONEY

**Status: House Rules**  
Allows a county to borrow from a local bank instead of having to use a tax anticipation warrant as long as the funds are repaid within two years.

### SB 1431 (Syverson) Sosnowski COUNTY BOARD MEMBERS

**Status: House Rules**  
Authorizes a county board member in any county (now, those under 40,000) to concurrently hold the office of board of

education, regional board of school trustees, board of school directors, board of a community college district, or board of school inspectors.

### SB 1534 (Rose) Tracy DEFERRED COMP – ROTH IRA Status: House Rules

Allows for state employees in the deferred compensation plan to also participate in Roth IRA plans. Additionally, instructs CMS and local governments to amend their plans to allow designated Roth IRA contributions and in-plan rollovers to designated Roth accounts.

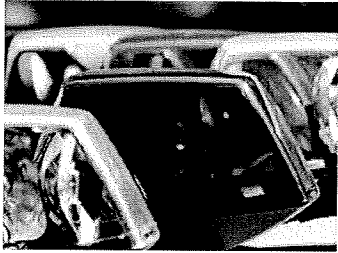
### SB 1653 (Hastings) Williams LINE OF DUTY SUICIDE Status: House Rules

Amends the Line of Duty Compensation Act. Provides that with respect to a law enforcement officer an injury in the active performance of duty includes a self-inflicted injury when a mental health professional establishes that the injury was a result of the officer's active duty service.



## Sheriff's deputies holding office

Senator Terry Link (D-Waukegan) is sponsoring legislation which would allow police officers and sheriff's deputies (as well as a member of any fire department or fire protection district) to hold public office in the same local government in which they are employed. **Senate Bill 1680** creates a conflict of interest by allowing law enforcement officers to be both the employer and employee with the same public body. The conflict becomes especially apparent with votes involving collective bargaining, wages and benefits, and sheriff department resources and staffing. The bill is on 3rd Reading in the Senate.



## New accountability to local 9-1-1 boards

Rep. Brad Halbrook (R-Charleston) passed **House Bill 3207** through the House, bringing new accountability to local 9-1-1 Boards. The bill sets formal terms of office for 9-1-1 board members and establishes rules for removing members who are guilty of misconduct.

**House Bill 3207** amends the state's Emergency Telephone Systems Board Act to establish set terms of office for those appointed to 9-1-1 boards in counties of less than 100,000 people. Members would serve staggered 3-year terms, with the one-third of the terms ending January 1, 2015, one-third in 2016 and one-third in 2017. The bill also makes it possible for a majority vote of the governing body of the county or municipality to remove a board member for official misconduct or neglect of office. The bill now moves to the Senate.

## House approves new transparency bill

Rep. Tom Cross (R-Oswego) and Rep. Ron Sandack (R-Downers Grove) passed a transparency initiative out of the House to make state and local government more accountable to taxpayers. **House Bill 1555** expands the Illinois Transparency Accountability Portal (ITAP) to include all taxing bodies and their employee-related expenses, including employee pay and pension costs. ITAP is already in place and maintained by the Governor's office. The bill now goes to the Senate for consideration. **NOTE:** This bill passed the House unanimously on April 16 by a vote of 117-0-0. More changes are being discussed to make this mandate better for local governments.

### SB 1637 (Kotowski) Nekritz OPEN LAND GRANT REIMBURSE Status: House Rules

Requires at least 50% of any grant made to a unit of local government under the Open Space Land Acquisition Act to be paid to the local government at the time the grant is awarded.

### SB 1748 (Noland) Cabello LINE OF DUTY – COURT SECURITY Status: House Rules

Includes court security officers in the definition of the term "law enforcement officer." Such officers get compensation if they are killed in the line of duty, this will now extend to court security officers.

### SB 1812 (Link) Brauer DEMAND DEPOSIT ACCOUNTS Status: House Rules

Allows any treasurers and custodians of public funds to deposit funds into demand deposit accounts.

### SB 1824 (Sullivan) LOCAL MEMORIAL MAINTENANCE Status: House Rules

Addresses an issue in current law wherein local governments may by ordinance construct memorials, but can not appropriate funds for this maintenance. This bill allows counties to appropriate funds to maintain veterans' memorials that are erected.

### SB 1843 (Mulroe) PROBATION TRANSFER CASE Status: House Rules

Seeks to ensure that the correct county is reimbursed for the fees associated with the transfer of a juvenile offender by defining "transfer case" in the Probation and Probation Officers Act.

## Senate Bills

*These bills remain in the Senate and may be called for consideration next week.*

### SB 1204 (Harmon) COUNTIES CODE – SPECIAL FUNDS Status: Senate 3rd Reading

Provides that in a county that maintains a countywide map through a Geographic Information System (GIS), a charge may be added to specified filing fees in order to defray the cost of providing automated access, in addition to electronic access, to the county's GIS or property records (now, records).

### SB 1469 (Sullivan) WIND ENERGY FACILITY Status: Senate 2nd Reading

Requires an operator of a commercial wind energy facility on land owned by another to enter into an agricultural impact mitigation agreement with the Department of Agriculture. Provides that the operator is responsible for deconstruction of a wind energy facility.

### SB 1514 (Biss) FOIA – ATTORNEY'S FEES Status: Senate 2nd Reading

Provides that, for the purpose of awarding attorneys' fees and costs under the Act, a requester prevails if he or she obtains relief through (i) a judicial order, (ii) an enforceable written agreement or consent decree, or (iii) a voluntary or unilateral change in position after suit has been filed under the Act. **NOTE:** These changes will increase the financial burden on local governments by enlarging the scope for which locals would be required to pay attorney fees.

### SB 2153 (Cunningham) FOIA – COUNTY INMATE REQUESTS Status: Senate 3rd Reading

Exempts from FOIA records requested by persons committed to a county jail if those materials are available in the library of the correctional facility or jail where the inmate is confined or include records from staff members' personnel files, staff rosters, or other staffing assignment information.

*The Senate is in talks to run an omnibus FOIA bill and has placed a hold on all FOIA legislation for the moment.*

## House Bills in the Senate

*These bills have passed the House and arrived in the Senate.*

### HB 961 (DeLuca) Cullerton LGDF DEPOSIT

#### Status: Senate Assignments

Requires the direct deposit of the local income tax share into the Local Government Distributive Fund (LGDF) for prompt distribution to counties and municipalities. Passed the House on April 9 with a vote of 109-2-0. Picked up for sponsorship in the Senate by Senate President John Cullerton (D-Chicago).

**NOTE:** Cullerton's sponsorship places an uncertain fate on this bill. IACBMC has pursued this bill for several years. It has over 60 co-sponsors.

### HB 983 (McSweeney) Althoff ALTERNATIVE REVENUE BONDS

#### Status: Senate Assignments

Amends the Local Government Debt Reform Act. The bill generally reduces the number of signatures needed and increases the number of days (45 days, up from 30 days) over which the signatures can be collected in order to trigger a backdoor referendum on the use of alternate bonds. Passed the House on April 9 with a vote of 101-6-2. **NOTE:** Several provisions of the bill that would have threatened the viability of alternate bonds for local governments were negotiated out. There is a possibility of more changes via a Senate amendment.

### HB 1020 (Mayfield) Link COUNTIES CODE – DEMOLITION

#### Status: Senate 3rd Reading

Concerning the expedited removal of certain buildings that are a continuing hazard to the community, repeals the requirement for a building to be residential and 2 stories or less in height.

### HB 1201 (Sosnowski) Althoff MUNICIPAL CODE – WIND FARMS

#### Status: Senate 2nd Reading

Amends the Illinois Municipal Code. Provides that a municipality may prohibit any electric generating wind device from locating less than 1,400 feet from a residence within its corporate limits. **NOTE:** Applies only to devices permitted after the effective date of the amendatory Act.

## McSweeney marks tax day with resolution opposing graduated income tax

Rep. David McSweeney (R-Barrington Hills) marked tax day by announcing **House Resolution 241**; a measure to oppose a graduated income tax in Illinois. An opposing constitutional amendment has also been filed in the House calling for a progressive income tax which McSweeney calls "disastrous for a modern economy".

"Under a graduated income tax, income tax rates would increase as family income rises," said McSweeney. "We need to be incentivizing work effort, investments and entrepreneurship and not punish families when they make more money."

Illinois' income tax has been levied at a non-graduated rate since its inception in 1969. The current flat rate structure is a commitment from the Constitution of the State of Illinois. **Resolution 241**, if passed in its current form, would show strong opposition to an attempt to pass a progressive tax in Illinois as outlined in **House Joint Resolution Constitutional Amendment 2** sponsored by Rep. Naomi Jakobsson (D-Champaign).



## Reclaiming First measure passes

In an effort to make Rockford the Midwest recreational sports destination, Sen. Steve Stadelman (D-Loves Park) passed a measure allowing Winnebago County to impose a 2 percent tax on hotel stays. It is estimated that this new tax, which would be shouldered by out-of-town visitors, would generate \$13 million for the project.

"Currently in Rockford, hotel guests pay a 12 percent tax at checkout. But surrounding areas like Peoria and Galesburg have a 13 percent tax, and Chicago has a 16.4 percent tax. So Rockford will still be competitive in attracting tourists," Stadelman said.

The Reclaiming First proposal transitions the former Ingersoll building into a riverside indoor sports complex, while making improvements to Sportscore One and Two. The project, Reclaiming First, was introduced in December 2011 and has rallied support from across Winnebago County and the surrounding area. According to Stadelman, the majority of the estimated \$37.5 million needed in funding for the new project would come from non-local sources including grants, charitable contributions and state funding.

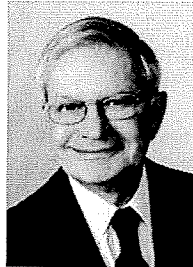
Since 2007, Rockford's amateur sports tournaments have dropped 11 percent annually, resulting in \$1.4 million loss for the region each year. In an effort to turn this downward trend around, elected officials, business owners and labor leaders collaborated on a proposal that would expand resources to make Rockford the amateur sports tournament capital of the Midwest. **Senate Bill 1859** now moves to the House for further consideration.



Senator Steve Stadelman (right) is congratulated by fellow Senator Dave Syverson (R-Rockford) on the passage of Senate Bill 1859.

## Rep. Kay aims to correct unfair labor arbitration practice

Existing arbitration law allows arbitrators to pressure local governments into raising taxes in order to generate revenue to pay for employee wage and benefit awards. Arbitrators can consider several factors when making decisions on wages and benefits. No guidance is given on how each factor should be weighed and there is no language that connects the wage and benefit award to affordability based on actual revenues being collected by the local government.



Rep. Dwight Kay (R-Edwardsville) is sponsoring **House Bill 1490** which would require arbitrators to consider the actual revenues being collected by a local government when making decisions on wage and benefit increases. Currently, arbitrators are permitted to examine local government taxing authority and base awards on how much additional revenue could be generated if local governments were to increase taxes and fees on their residents.

Arbitration decisions are binding on local governments. If an arbitrator orders a wage and benefit increase that requires revenue outside of the operating budget, then the local government must choose to increase taxes, reduce services, or run a deficit.

**House Bill 1490** would prevent arbitrators from making awards because a local government has room to "increase its utility tax" or "raise its sales tax." The arbitrator could only consider what the local government is actually generating from a tax or fee.

**Please contact your legislators and ask them to support House Bill 1490. Decisions on appropriate levels of taxes and fees belong with local governments – not un-elected arbitrators.**

## PTELL limitation defeated!

**On April 12, the Illinois House voted down House Bill 89 which would have prevented tax capped counties from automatically collecting basic inflationary increases through property taxes when the assessed valuation of properties declined or remained flat. The vote was 43-65-1.**

**A similar bill, House Bill 3041 sponsored by Rep. Stephanie Kifowit (D-Aurora) was not called for a vote in the House by today's deadline.**

### **HB 1045 (Franks) Holmes LOCAL GOVT. CONSOLIDATION**

**Status: Senate 3rd Reading**  
Extends the final report date of the Local Government Consolidation Commission to September 30, 2013.

### **HB 1046 (Harris) Hunter MEDICAID – ELIGIBLE INMATES**

**Status: Senate Human Services Com.**  
Amends the Illinois Public Aid Code. In a provision concerning eligibility for medical assistance for persons who are incarcerated in a public institution, provides that any such person who is not already enrolled for medical assistance may apply for assistance prior to the date of scheduled release or discharge from a penal institution or county jail (rather than may apply for medical assistance no more than 30 days prior to the date of scheduled release or discharge from a penal institution or county jail or similar status).

### **HB 1444 (Zalewski) Martinez IMRF AMORTIZATION**

**Status: Senate Pensions Committee**  
Provides the Board shall determine the amortization period used in calculating the amount to be contributed by participating municipalities and instrumentalities in order to adjust for changes in the Fund's unfunded accrued liabilities. The amortization period shall not exceed 30 years for municipalities or 10 years for instrumentalities.

### **HB 1522 (Fortner) Koehler STORMWATER MANAGEMENT**

**Status: Senate 3rd Reading**  
Allows DuPage and Peoria counties to adopt a schedule of fees applicable to real property that benefits from the county's stormwater management facilities and activities. Sets forth the circumstances under which a fee schedule may be adopted and uses for the fees.

### **HB 1539 (Dunkin) TRAFFIC CONTROL**

**Status: Senate Assignments**  
Provides that local authorities may certify persons to act as traffic control for processions or assemblages.

### **HB 1745 (Pritchard) Holmes ILLINOIS POWER AGENCY ACT**

**Status: Senate Assignments**  
Provides that any county board that seeks to submit a referendum to its residents to determine whether or not an aggregation program shall operate as an opt-out program for residential and small commercial retail customers shall do so only in unincorporated areas of the county where no electric aggregation ordinance has been adopted.

### **HB 2317 (Zalewski) Harmon PROPERTY TAX BILL EMAIL**

**Status: Senate Revenue Committee**  
Provides that property tax bills may be sent via e-mail only if the property owner or taxpayer has requested in writing to have the bill sent via e-mail.

### **HB 2327 (Riley) Hutchinson COURT DOCUMENT STORAGE**

**Status: Senate Revenue Committee**  
Authorizes county boards to require the circuit court clerk to charge and collect a court automation fee of up to \$25 (instead of \$15) and a court document fee of up to \$25 (instead of \$15).



**HB 2404 (Currie) Steans**  
**JUVENILE DELINQUENCY AGE**

**Status: Senate Assignments**

Requires youths under the age of 18 (rather than 17) charged with non-violent felonies to be handled at the juvenile court level, rather than tried as adults. Those charged with violent crimes would still be sent through the adult court system.

**HB 2482 (Cabello) Stadelman**  
**COUNTIES CODE – STATEMENT**

**Status: Senate Assignments**

Requires the annual budget to contain a detailed statement showing any bonus or increase in salary, wage, stipend, or other form of compensation for every agency, department, or any other entity receiving an appropriation from the county. Exempts employees in a collective bargaining unit.

**HB 2488 (Verschoore) Link**  
**LOCAL GOVT. PUBLIC NOTICE**

**Status: Senate Local Govt. Comm.**

Amends the Local Government Professional Services Selection Act. Provides that whenever a project requiring architectural, engineering, or land surveying services is proposed for a political subdivision, the political subdivision shall mail or e-mail a notice requesting a statement of interest.

**HB 2530 (Welch) McConaughay**  
**COUNTY – DONATION DROP BOXES**

**Status: Senate Assignments**

Provides that the corporate authorities of any county may, by ordinance, prohibit any donation box placed on any property within the county by any person, organization or business that is not recognized by the IRS as a tax-exempt entity.

**HB 2690 (Walsh) McGuire**  
**COUNTIES CODE – CASA FEE**

**Status: Senate 3rd Reading**

Allows the county board to impose an additional fee of \$10 to \$30 on convictions and grants of supervision for felonies, misdemeanors and petty offenses to support Court Appointed Special Advocate services.

**HB 2747 (Conroy)**  
**FOIA – ELECTRONIC REQUESTS**

**Status: Senate Assignments**

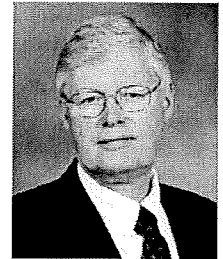
Authorizes written FOIA requests to be submitted to a public body by electronic mail. Requires each public body to post an email address where requests for public records may be directed.

## Medical marijuana bill moves to the Senate, Haine sponsors

After months of reportedly being “one or two” votes short of passage, Rep. Lou Lang’s (D-Skokie) **House Bill 1** to legalize marijuana for medical use was passed by House lawmakers 61-57 on April 17.

Lang was joined by numerous representatives arguing for the passage of this measure. Lawmakers recounted stories of friends and family members who suffered from chronic pain and debilitating illnesses whose suffering could have been eased by access to medical marijuana.

Senator Bill Haine (D-Alton) is sponsoring the proposal as it moves to the Senate. “Allowing limited and regulated access to medical marijuana is the compassionate thing to do; it is the right thing to do,” Haine said. “I have faith that my fellow senators will see that passing this legislation gives those in pain a safe and legal way of easing their suffering.”



**HB 2820 (Mitchell) Manar**  
**PUBLIC BUILDING COMMISSION**

**Status: Senate 2nd Reading**

Allows Public Building Commissions to rent its buildings and facilities to not for profit corporations and organizations.

**HB 2832 (Lang) Silverstein**  
**COUNTY RECORDER – FILINGS**

**Status: Senate Assignments**

Provides that a county recorder may establish a Review Index and procedures for investigating filings that would cause the recorder to reasonably believe that the filing may be fraudulent, unlawfully altered, or intended to unlawfully cloud or transfer the title of any real property.

**HB 2925 (Fine) Biss**  
**LOCAL GOV. APPOINTEE ETHICS**

**Status: Senate Assignments**

Provides that any member of a governmental entity appointed by the president of the county board, with or without the advice and consent of the county board, shall abide by the ethics laws applicable to, and the ethics policies of, that county and, if applicable, shall be subject to the jurisdiction of that county's ethics officer or inspector general.

**HB 2930 (Unes) Rose**  
**FOIA – ELECTRONIC RESPONSE**

**Status: Senate Assignments**

Authorizes and, in some circumstances requires, a public body to respond by electronic mail to requests for public records that it has received by electronic mail.

**HB 3233 (Leitch) LaHood**  
**FIRE PROTECTION – TAX LEVY**

**Status: Senate Local Govt. Com.**

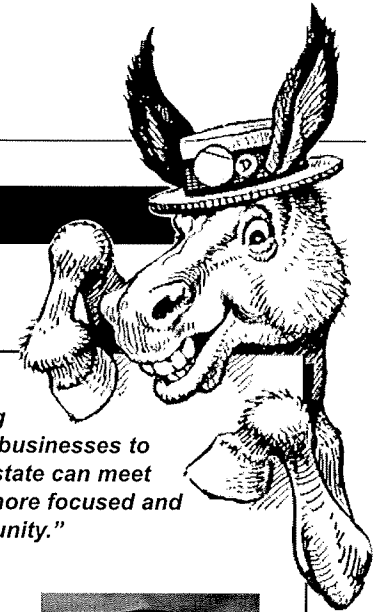
Provides that a fire protection district may propose, by referendum, a special tax levy not to exceed .40% of the value of all taxable property within the district as equalized or assessed by the Department of Revenue for ambulance services.

**HB 3319 (Halbrook) Koehler**  
**EPA – RURAL COMPOSTING**

**Status: Senate Assignments**

Provides that if a municipality or county in which a composting facility is located has by ordinance approved a setback distance of less than 1/4 mile, then a facility located in the boundaries of that unit of government may maintain its on-farm exemption from waste permitting even though it violates the otherwise applicable 1/4 mile setback requirement.

*The Illinois House has adjourned for a one week recess and will return on April 30; the Senate will return on April 23.*



## MAJORITY REPORT: News from the Democrat Caucuses



*"The state has to do a better job of encouraging new business growth as well as attracting new businesses to Illinois," said Senator Andy Manar. "I think the state can meet those tasks by restructuring the agency to be more focused and responsive to the needs of the business community."*

### Manar takes lead on proposal to restructure DCEO

Business leaders and economic development organizations gathered in Naperville recently to discuss a proposal to restructure the lead state agency responsible for economic development in the state. With concerns the agency is falling short in addressing unemployment and job creation, Senator Andy Manar (D-Bunker Hill) has introduced legislation that would restructure the Department of Commerce and Economic Opportunity (DCEO).

Manar's legislation, contained in **Senate Bill 2**, would abolish DCEO and replace it with two entities responsible for developing the state's strategic economic plan, maintaining DCEO's current economic development responsibilities and developing marketing strategies and policy research for business development in Illinois.

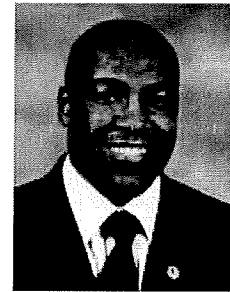
"Our goal through this process is to work with DCEO to identify programs that are taking resources away from economic development and determine if those programs need to be shifted to another agency," Manar continued.

**Senate Bill 2** was heard in the State Government and Veterans Affairs Subcommittee on Economic Development and included testimony from the Chicagoland Chamber of Commerce, Chicago Southland Chamber of Commerce, Naperville Development Partnership, Choose DuPage and the Naperville Area Chamber of Commerce. The bill is on 2nd Reading in the Senate.

### Raoul legislation cracks down on flash mobs

Senator Kwame Raoul (D-Chicago) has introduced legislation cracking down on violent "flash mobs" and requiring internet service providers (ISPs) to cooperate with law enforcement to help track down instigators. In recent incidents in Chicago's Magnificent Mile and in the Loop, large groups of young people shoplifted from retailers and assaulted and robbed passersby. Social networking websites such as Twitter allowed them to coordinate their efforts.

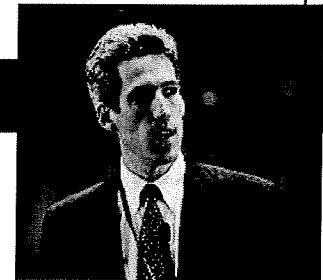
**Senate Bill 1005** would require ISPs to provide identifying information, including the location from which a tweet or other message was sent, to law enforcement once they show probable cause to believe a mob action has been or is being facilitated via the Internet. ISPs could be fined for failure to comply. Raoul's measure also would allow a judge to impose an extended sentence for offenses related to criminal mob activity if the perpetrator used electronic communications to organize the mob.

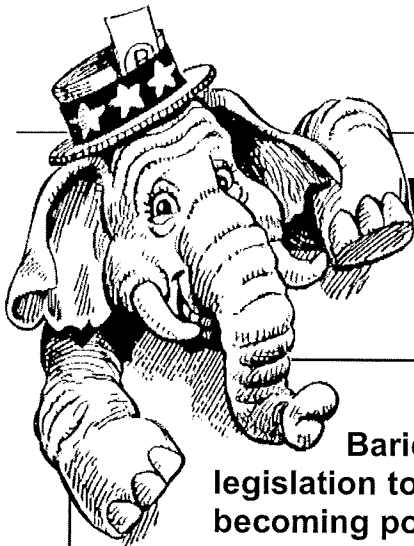


### Drone legislation clears Senate on bipartisan vote

Senator Daniel Biss (D-Evanston) secured passage of legislation on April 18 that would require law enforcement officers to obtain a warrant before using a drone to gather information. If approved by the House, **Senate Bill 1587** could become the first law of its kind in the nation.

A law enforcement officer seeking to use an unmanned aerial vehicle would have to demonstrate probable cause and obtain a warrant, just as officers must now do before searching a home. Law enforcement agencies would also be required to disclose drone ownership; currently, there is no way to know how many drones are in use in the state and who owns them. Biss' measure includes exceptions allowing a drone to be used without a warrant to film traffic accidents and crime scenes on public property and to search for missing persons.





## MINORITY REPORT: News from the Republican Caucuses

### Barickman passes legislation to assist veterans in becoming police officers

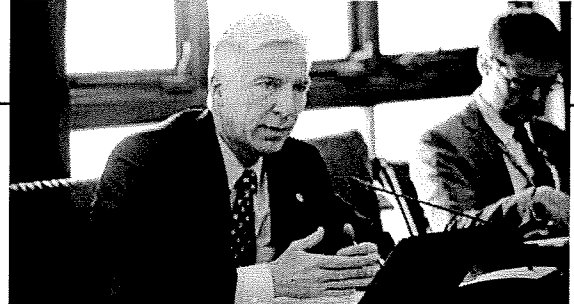


The Senate passed legislation sponsored by Sen. Jason Barickman (R-Bloomington) which would allow returning veterans to become police officers by substituting service in the armed forces for college education requirements.

**Senate Bill 1908** allows municipal police departments to replace college education requirements with certain active duty military service. The bill allows 24 months of active duty service to replace an Associate's Degree and 36 months of service to replace a Bachelor's Degree. The idea for the bill was brought to Barickman by Pontiac Police Chief Jim Woolford.

### Interstate Mutual Aid Act advances

Rep. Don Moffitt (R-Gilson) passed legislation in the House that will provide for a quicker and more effective response in the event of an emergency in a neighboring state or when local Illinois communities are in need of assistance from neighboring state communities. **House Bill 2761** allows responders reciprocity on licenses when acting in the scope of what the requesting state authorizes per the responder's license.



### Illinois Senate approves Connelly's economic development bill

Providing local governments with an economic-development tool to spur manufacturing business is the aim of legislation sponsored by Sen. Michael Connelly (R-Naperville) and approved by the Illinois Senate April 11 on a unanimous vote.

**Senate Bill 1519** allows any county, municipality, village, or township to abate all or a portion of property taxes levied by the district on qualified tool and die manufacturing business property, beginning in tax year 2014. Any other taxing districts may then abate the portion of their taxes on the property.

"We are giving local government the option to help manufacturing businesses stay competitive and provide good-paying jobs in a tough economy," Connelly said. "This economic-development tool is a step in the right direction toward making Illinois more business-friendly and helping to revitalize manufacturing in Illinois."

Recent studies have shown that, despite the state's chronically high unemployment rates and generally sluggish economy, manufacturing has been among the bright spots in the state. **Senate Bill 1519** now moves to the House for consideration.

### Radogno legislation targeting grant transparency, accountability

A legislative ethics package (**SB 2380** and **SB 2381**) introduced by Sen. Christine Radogno (R-Lemont) is moving through the Illinois Senate that targets the use of state-financed grant dollars for political purposes, and increases transparency of state grant dollars given to non-profit and community based organizations.

The Senator pointed to evidence uncovered by a CNN investigative report that millions in taxpayer dollars had been misused by Governor Quinn's Neighborhood Recovery Initiative (NRI) grant program. A four-month investigation revealed state grant funds were used to pay teens to march in a parade with the Governor, hand out flyers promoting inner peace, take field trips to museums, and attend a yoga class.

"It's time to shine some light on these expenditures so we can more easily review how organizations are using these grant dollars and ensure taxpayer funds are being utilized appropriately," said Radogno.





### IDOT unveils six-year infrastructure program

The Illinois Dept. of Transportation (IDOT) released the details of the state's \$2.4 billion fiscal year 2014 state transportation improvement program that will commence July 1, as part of Illinois' \$9.53 billion, six-year plan.

Maintaining Illinois' transportation infrastructure is a top priority, as the state's roads, railways, waterways and airports remain some of the most heavily traveled in the nation. Modernized, accessible transportation infrastructure is valued by employers, who create jobs and stimulate economic growth.

Senate Republicans were quick to point out that the last five years of the plan will average little more than \$1.4 billion per year, significantly less than the almost \$3 billion annually IDOT officials say is needed to maintain roads at 90% acceptable or good repair, and bridges at 93% acceptable or good repair.

The plan will repair 2,142 miles of roads over six years. With this level of funding, IDOT is facing a 5,600 mile road repair backlog on the 16,000 mile state system within the next five years.

You can view the list of projects at [www.dot.state.il.us](http://www.dot.state.il.us).



### Important Dates

May 10, 2013

DEADLINE: Substantive House and Senate bills out of Committee

## ACTION NEEDED!

### CONTACT YOUR SENATOR TODAY - VOTE "NO" ON HOUSE BILL 924

**House Bill 924** sponsored by Rep. Jay Hoffman (D-Belleville) would increase the cost of public works projects by bringing "responsible bidder" language to the prevailing wage law.

Under current law, responsible bidder requirements only apply to contracts covered by the state procurement code (IDOT & CDB). **House Bill 924** extends this requirement to all public works projects including local government projects and private development that receive state or local assistance. It is not financially viable for small contractors to have a U.S. Department of Labor approved apprentice program. The result is, small contractors will be shut out of bidding local construction work. The bill also adds additional issues for local governments to administer and monitor and includes language on reporting straight time hours and minority hiring.



**The Illinois Municipal League prepared the following model letter that you can e-mail or fax to your representative's office:**

Dear Senator <NAME>

I write to urge that you oppose HB 924. This legislation would further burden public bodies and taxpayers by increasing the costs of public projects.

HB 924 would amend the Illinois Prevailing Wage Act to impose certain bidding provisions found within the Illinois Procurement Code. This means that only those contractors that meet these requirements would be permitted to bid on public projects. The most burdensome requirement is that eligible contractors must participate in a United States Department of Labor apprenticeship program. Participation in such a program is costly and creates compliance difficulties for smaller contractors. The result of the bill would be to exclude smaller contractors from bidding on public works projects.

This exclusion favors larger contractors, reduces competition, and drives up project costs for local taxpayers. While the bill would reduce competition among contractors in many cities and counties, it is smaller communities that would be most impacted. Smaller communities have fewer local contractors from which to accept bids. In some communities served by smaller local contractors, most, if not all, of the local contractors would find themselves ineligible to bid on public projects. Some of these communities would have no choice but to seek out larger contractors from outside of the community. This certainly hinders efforts to promote local businesses.

Once again, the (COUNTY) of <NAME> respectfully requests that you vote with your communities and local taxpayers by opposing HB 924.

Respectfully,

**House Bill 924 passed the House April 18 on a disputed vote of 60-50-3. It now moves to the Senate for consideration.**

Animal Control

April 24, 2013

9:00 -

Brad Hudson

Joe Sims

Kay Kearney

Reviewed bills/claims and signed

~~##~~ New items purchased with Safety Grant

- new catch pole
- new shorter catch pole
- snake tongos
- darting supplies
- small trap
- transfer cage

**F I L E D**

APR 24 2013

Jessica Fox  
SHEBBY COUNTY CLERK

Sheriff  
Kay Kearney  
Richard Hayden  
Don Strohl  
Tina Wade

*Michael A. Miller*  
**SHERIFF OF SHELBY COUNTY**  
151 N. MORGAN STREET  
PHONE 217-774-3941 FAX 217-774-2851  
SHELBYVILLE, ILLINOIS 62565  
9:00-10:10

**LAW ENFORCEMENT COMMITTEE MEETING**  
**5/2/13**

1. New Digital Radio System
2. Reinstatement of Sergeants Position
3. Budget Amendments
4. DARE Picnic - May 6  
9-2
5. Records Management System - (old program)  
Cappers - looking at this program
6. Change June meeting  
to June 4 @ 9:00

Michael A. Miller

  
Shelby County Sheriff

**F I L E D**

MAY 02 2013

*Jessica Cox*  
SHELBY COUNTY CLERK

## Shelby County Clerk

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**From:** Bruce Cannon [bec9000@yahoo.com]  
**Sent:** Tuesday, April 30, 2013 12:17 PM  
**To:** 'Shelby County Clerk'  
**Subject:** RE: Board Agenda 5-8-2013

There is not much on the agenda this month.

I would like to see Kristie's resolutions prior to the meeting. Do you have a copy?

Otherwise the agenda is fine.

Bruce E Cannon  
217-521-0960

---

**From:** Shelby County Clerk [<mailto:shelbyctyclerk@consolidated.net>]  
**Sent:** Tuesday, April 30, 2013 11:03 AM  
**To:** 'Bruce Cannon'  
**Subject:** Board Agenda 5-8-2013

Hi Bruce, if you could please review the County Board agenda for next Wednesday. Currently I have 3 different Fire PD appointments, Strasburg, Shelbyville and Sigel. An attorney for another district said he might possibly have his appointment turned in prior to the May 8<sup>th</sup> meeting as well. I have spoken with both Kristie and Alan regarding their agenda items. Let me know how it looks, I plan on getting it in the mail tomorrow afternoon at the latest. Thanks!!

Jessica



May 7, 2013

Health Committee

Those Attending:

Kenny Barr  
Jessie Durbin  
Robert Hunter  
Richard Hayden  
Barbara Bennett

Claims presented & approved

FILED

MAY 07 2013

Jessica Fox  
SHELBY COUNTY CLERK



May 7, 2013

Feed & Salary  
Kay Kearny, Dave Crutt, Barb Bennett

Claims were presented & approved.

FILED

MAY 07 2013

Jessica Dye  
SHELBY COUNTY CLERK

5/7/13 Purchasing Committee

Present were Robert Hunter Gary Gergeni Dr. Strahl

Bills were presented

Robert Hunter made motion to approve bills

Gary Gergeni seconded All voted Aye

Gary Gergeni made motion to adjourn Robert Hunter  
seconded All voted Aye meeting Adjourned

FILED

MAY 07 2013

Jessica Cox  
SHELBY COUNTY CLERK

# ROAD & BRIDGE COMMITTEE

## Meeting Minutes

May 3<sup>rd</sup>, 2013

- **Roll Call** Bruce Cannon, Dave Cruitt, Jesse Durbin, Larry Lenz
  - Also in attendance: Alan Spesard, County Engineer
- **New Business:**
  - The Shelby County Highway Dept. hosted the semi-annual conference for Highway Commissioners and guests (see attached agenda)
- **Adjournment:** Next meeting scheduled for May 6<sup>th</sup>, 2013

**SHELBY COUNTY**

**HIGHWAY COMMISSIONER SPRING CONFERENCE**

**FRIDAY, MAY 3, 2013**

You are cordially invited to attend the Annual Spring Conference for Shelby County Highway Commissioners and Guests hosted by the Shelby County Highway Department.

This conference is intended to provide information that will aid in the performance of your duties and to facilitate coordination of future activities between all interested parties.

The tentative agenda for this year's conference is as follows:

**AGENDA**

- Registration and Introductions** (Coffee and Donuts Provided) ..... 9:00 AM
- County Engineer** ..... Duties of Highway Commissioners, Items of interest and open discussion/suggestions
- West Nile Virus** ..... Jeff Houska, Shelby County Health Department
- BREAK** ..... More Coffee and Donuts
- Debris Management** ..... Jared Rowcliffe, Shelby County ESDA
- Disaster Declaration Process**
- Equipment & Supplies** ..... Todd Moffitt, Woody's Municipal Supply Company Representative
- Lunch** ..... Sponsored by the Shelby County Highway Department

The conference is scheduled to begin at 9am at the Shelby County Highway Office and should conclude at about 1:00 pm.

**Please call ahead of time so that a head count for lunch can be estimated.**

Hope to see you there!

Sincerely,

Alan Spesard  
County Engineer

# ROAD & BRIDGE COMMITTEE

## Meeting Minutes May 6, 2013

- **Roll Call** Bruce Cannon, Dave Cruitt, Jesse Durbin, Larry Lenz
  - Also in attendance: Alan Spesard, County Engineer
- **Approval of Meeting Minutes**
  - Previous minutes of meeting was approved
- **Review Claims** Monthly payroll and claims from the County Bridge, County Highway, FASM, Co. MFT, Local Bridge, Township Construction, Township MFT accounts were reviewed and signed by committee members
  - Committee recommended approval of claims
- **Bid Letting Shelbyville Railroad crossing approach**
  - Bids were opened and publicly read
- **New Business:**
  - Resolution to award contract for Shelbyville Railroad Crossing approach project
    - Committee recommended award to low bidder – Agney Backhoe Svc
  - Petition to replace closed bridge in Lakewood Township
    - Committee recommended approval and will look at bridge next meeting
  - Agreement for Henderson and Associates for structural design of Lakewood Bridge repair
    - Committee recommended approval of agreement
  - Petition to replace culvert in Ash Grove Township
    - Committee recommended approval of petition
  - Resolution for Collins Engineering Inc to provide underwater diving consulting services for inspection of Findlay Bridge
    - Committee recommended approval of resolution
  - Resolution to declare 1988 Ford Tandem Dump Truck as surplus property
    - Committee recommended approval of resolution and wants a minimum bid requirement
  - Submitted Grant application for Holland Township Bridge – \$328k; Hwy Commissioner to pay \$40k toward matching if we get grant
  - Received notice from DCEO for \$160k grant for infrastructure improvements – Chapin Rose invited to County Board for announcement
    - Committee to look at various proposed projects at next meeting
  - Disaster application being researched with Jarrod – need \$300k
  - Purchased maintenance equipment with Safety Grant - \$1860
  - Audit Report by MYK&B showed good but decreasing balance in Highway Dept
  - 2014 budget submission due to Jessica by end of this month – Dump Truck payment
  - Informally informed that the Henton Bridge Grant will be approved for FY18 funding – waiting on letter from IDOT before announcement - \$1.4 million (80% funded)
  - Start review of Bridge priorities – Maps distributed to Hwy Commissioners
  - Notified of contaminated soil in Village of Findlay
    - Alan to give document to Ms. Gina Vonderheide for review
  - Have 2 requests of permits near Findlay
  - Neoga Road paving construction scheduled to start back up Thursday
  - Pre construction meeting for construction of Neoga Road Bridge & Oklahoma Bridge on May 22<sup>nd</sup>
  - Pre construction meeting for Clarksburg rrxing at 700N was held on April 4<sup>th</sup>
  - Ash Grove closed bridge on June 14<sup>th</sup> State bid letting.
  - Auditors want info for township bridges constructed
  - Highway Commissioner conference on May 3<sup>rd</sup>

# ROAD & BRIDGE COMMITTEE

## Meeting Minutes May 6, 2013

### ▪ Old Business:

- Notified of contaminated soil in Village of Herrick – State's Attorney is contacting an environmental lawyer for review
- We have a significant backlog of design projects: Neoga Road Bridge (Major bridge federal grant – shooting for a March 2013 letting); Shelbyville Township RRxing approach (100 % State funding – due in December 2013); Clarksburg rrxing approach (100% State funding – due June 2013); Oklahoma Bridge (80% federal funding; \$200K DCEO grant funding); Prairie/Richland township bridges (80% federal funding; 16% state; 4% local); Repair bridge in Windsor Township (50/50 with township) December 10<sup>th</sup>; Clarksburg Cty Highway rrxing approach; 2 Okaw township rrxing approaches
- Ash Grove Highway Commissioner has request bridge 3037 to be replaced
- Lawsuit on Clarksburg Blacktop – Greg Williams accident
- Windsor closed bridge – repair of cap and timber piles by Schmidt Construction
- Status of Computer upgrades – asked Dave Woods for recommendations
- Have updated cost estimates for upgrading Oconee road and for Assumption Road




### ▪ Adjournment: Next meetings scheduled for June 7<sup>th</sup> and 10<sup>th</sup>

DATE: 5-6-13

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE HAVING  
EXAMINED THE FOLLOWING DO HEREBY RECOMMEND APPROVAL OF  
SAME BY THE COUNTY BOARD.

CPCA  
COUNTY BRIDGE FUND  
COUNTY HIGHWAY FUND  
COUNTY MOTOR FUEL TAX FUND  
FAS MATCHING FUND  
LOCAL BRIDGE FUND  
TWP. BR. SUPR. ENGR. FUND  
TWP. CONSTRUCTION FUND  
TWP. MOTOR FUEL TAX FUND

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**HIGHWAY PAYROLL ACCOUNT**

DATE: April 26, 2013

NAME	REG. HRS.	REG. HR. RATE	OVER T.	OVER T. RATE	REG. PAY	O.T. PAY	TOTAL PAY
464 S. Alan Spesard							3692.31
16 D. Culberson		16.22		24.33	1135.39		1135.39
244 K. Petard		23.32		34.98	1864.40		1864.40
386 S. Short		22.96		34.44	1836.23		1836.23
172 M. Lorton		19.46		29.19	1555.68		1555.68
188 S. Prosser		22.83	9 ✓	34.25	1825.23	308.01	2133.24
252 M. Reider		20.87		31.31	1668.56		1668.56
179 R. Helton		20.87		31.31	1668.56		1668.56
328 R. Haycraft		20.87	2 ✓	31.31	1668.56	62.57	1731.13
153 C. Evans		20.63	2 ✓	30.95	1648.97	61.84	1710.81
102 J. Agney		20.63	9 ✓	30.95	1648.97	278.26	1927.23
226 K. Vail		17.50		26.25	1399.68		1399.68
150 A. Kenworthy	76 1/2	12.00	1/2 hr. ✓	18.00	918-	9-	927-
123 T. Blackwell	60	9.50		14.25			570-
Co. MFT		3692.31					
Co. Hwy.		13374.60					
Twp. Br. Sup.		6753.31					

AS



### HIGHWAY PAYROLL ACCOUNT

DATE: April 12, 2013

NAME	REG. HRS.	REG. HR. RATE	OVER T.	OVER T. RATE	REG. PAY	O.T. PAY	TOTAL PAY
S. Alan Spesard ✓ 464							3692.31
D. Culberson ✓ 16		16.22		24.33	1135.39		1135.39
K. Petard ✓ 244		23.32		34.98	1864.40		1864.40
S. Short ✓ 386		22.96		34.44	1836.23		1836.23
M. Lorton ✓ 172		19.46		29.19	1555.68		1555.68
S. Prosser ✓ 188		22.83	2 1/2 ✓	34.25	1825.23	85.56	1910.79
M. Reider ✓ 252		20.87		31.31	1668.56		1668.56
R. Helton ✓ 179		20.87		31.31	1668.56		1668.56
R. Haycraft ✓ 328		20.87		31.31	1668.56		1668.56
C. Evans ✓ 153		20.63	1 ✓	30.95	1648.97	30.92	1679.89
J. Agney ✓ 102		20.63	2 1/2 ✓	30.95	1648.97	77.30	1726.27
K. Vail ✓ 226		17.50	2 1/2 ✓	26.25	1399.68	65.61	1465.29
A. Kenworthy ✓ 150	58 1/2	12.00		18.00			702-
			012 502 + 01 008				
			5031				
Co. MFT	3692.31						
Co. Hwy.	121923.31						
Twp. Br. Sup.	5958.31						

#7

Ron K. Koehler  
407 W. Main  
Shelbyville, IL 62565

April 3, 2013

Shelby County Board  
Mr. Bruce Cannon  
P. O. Box 320  
Shelbyville, IL 62565

RE: Shelbyville Fire Protection District Trustee Reappointment

Dear Mr. Cannon:

I am currently serving as a trustee of the Shelbyville Fire Protection District. My three year term on the board ends this April and by this letter, I am requesting that I be reappointed to the Board of Trustees of the District for a term of three (3) years, ending in April 2016.

If there are any questions concerning the foregoing or if any additional information is needed to complete my re-appointment, please contact me at (217) 774-5159.

Thank you!

Sincerely,



Ron Koehler

cc: Hon. Jessica Strohl  
Shelby County Clerk

SHELBY COUNTY, ILLINOIS

BOND OF FIRE PROTECTION DISTRICT TRUSTEE

The undersigned, **Ron K. Koehler** as principal, and Penny Standerfer, as surety, and Stephanie Bossert, as surety, jointly and severally, do herewith bind ourselves to the People of the State of Illinois in the penal sum of \$ 520.00 that the said principal will faithfully discharge his obligations and duties as a Trustee of the Shelbyville Fire Protection District.

[Redacted Signature]

Principal - Ron K. Koehler

[Redacted Signature]

Surety

[Redacted Signature]

Surety

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF SHELBY )

On the \_\_\_\_\_ day of April, 2013, there did appear before me, a Notary Public, Ron Koehler and \_\_\_\_\_, who being personally known to me, did execute the above and foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

[Redacted Signature]

Notary Public

APPROVED:

[Redacted Signature]

Chairman, Shelby County Board Bruce Lam



Date: 5/8/2013

PETITION TO THE CHAIRMAN AND COUNTY BOARD

OF

SHELBY COUNTY, ILLINOIS

The undersigned herewith petitions the Honorable Chairman and the Honorable Members of the County Board of Shelby County, Illinois for appointment as a Trustee of the Shelbyville Fire Protection District in accordance with the provision of Section 4 of the Illinois Fire Protection District Act (70 ILCS 705/4). The undersigned certifies that he is a registered voter residing within the jurisdiction of the Shelbyville Fire Protection District and meets all qualifications to serve as a member of the Board of Trustees of the said Fire Protection District.

[Redacted Signature]

Ron K. Koehler

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF SHELBY    )

Subscribed and sworn to before me, a Notary Public, this 8<sup>th</sup> day of April, 2013.

[Redacted Notary Signature]

Notary Public



SHELBY COUNTY, ILLINOIS

OATH OF OFFICE AS FIRE PROTECTION DISTRICT TRUSTEE

The undersigned, having been duly appointed to the office of Trustee of the Shelbyville Fire Protection District does herewith on oath, after being first duly sworn, state and confirm that he will faithfully discharge the office of Trustee of the Shelbyville Fire Protection District, Shelby County, Illinois.

[Redacted Signature]

Ron K. Koehler

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF SHELBY        )

Subscribed and sworn to before me, a Notary Public, this 8<sup>th</sup> day of April, 2013.

[Redacted Signature]

Notary Public



2013-25

RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE  
FOR THE STRASBURG FIRE PROTECTION DISTRICT

WHEREAS, the STRASBURG FIRE PROTECTION DISTRICT is a duly organized and operating fire protection district contained entirely within the County of Shelby, State of Illinois, but not wholly within a single township or municipality, and

WHEREAS, 70 ILCS 705/4 (3), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the County Board, and


WHEREAS, there have been trustees appointed for the said fire protection district and the present term of TIM LENZ will expire on the first Monday in May, 2012, and it is necessary to appoint a successor, and

WHEREAS, the said TRUSTEE has consented to serve another term as trustee, and

WHEREAS, the Chairman of the County Board has appointed TIM LENZ to serve a full three year term as trustee commencing the first Monday in May, 2012, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties,

NOW, THEREFORE, be it resolved by the County Board of Shelby County, Illinois, that the Chairman's appointment of TIM LENZ to serve as Trustee for the STRASBURG Fire Protection District is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties.

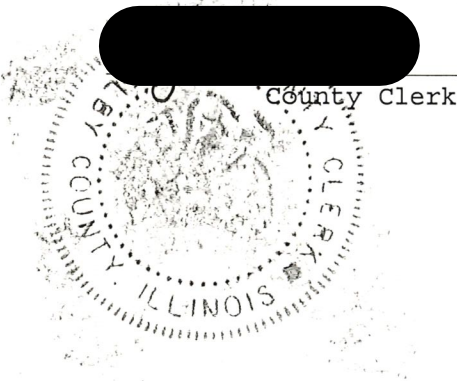
PASSED AND APPROVED this 08 day of May, 2013.

  
\_\_\_\_\_  
Chairman, Shelby County Board

*Bruce Lamm*

ATTEST:

  
\_\_\_\_\_  
County Clerk



IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT  
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF )  
STRASBURG FIRE PROTECTION ) No. 75-MC-1  
DISTRICT )

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, TIM LENZ  
as Principal, and Travis Dellarhnd and John Beldan  
as sureties, of the County of Shelby and State of Illinois,  
are bound to the People of the State of Illinois in the penal sum of Five  
Hundred Dollars (\$500.00).

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said principal,  
who has been appointed a member of the Board of Trustees of STRASBURG FIRE  
PROTECTION DISTRICT, faithfully discharges the duties of his office according  
to law and does all acts which at any time may be required of him by law, then  
this obligation is void; otherwise it remains in full force and effect.

WITNESS our hands and seals this 24 day of April, 2013



Principal



Surety



Surety

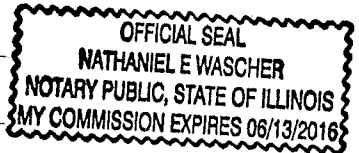
STATE OF ILLINOIS )  
COUNTY OF SHELBY ) ss.

I, the undersigned, a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that TIM LENZ and  
Travis Dellarhnd and John Beldan  
, personally known to me to be the same persons whose names are subscribed to  
the fore-going instrument, appeared before me this day in person and  
acknowledged that they signed, sealed and delivered the said instrument as  
their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24 day of  
April, 2013.



Notary Public



OATH OF OFFICE

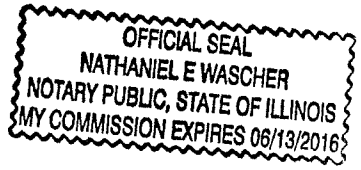
I, TIM LENZ, do solemnly swear that I will faithfully perform the duties of a Trustee of the STRASBURG Fire Protection District, and that I will do and perform all acts required of me by law to the best of my ability.

DATED this 24 day of Apr., 2013.

[Redacted Signature]

SUBSCRIBED AND SWORN TO before me this 24 day of April, 2013.

[Redacted Signature]  
\_\_\_\_\_  
Notary Public



BOND APPROVED: [Redacted Signature]  
\_\_\_\_\_  
Chairman, Shelby County Board  
*Bruce Lantz*



IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT  
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF )  
THE STRASBURG FIRE PROTECTION DIST ) NO. 75 MC 1

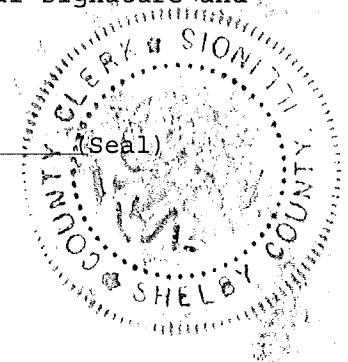
CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that TIM LENZ was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE STRASBURG FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2012, and that said appointment was approved by the County Board of Shelby County on the 8<sup>th</sup> day of May, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 8<sup>th</sup> day of May, 2013.



County Clerk



APPOINTMENT OF TRUSTEE FOR  
THE STRASBURG FIRE PROTECTION DISTRICT

PURSUANT TO authority granted in 70 ILCS 705/4 (3), I, the undersigned, being the presiding officer of the County Board of Shelby County, Illinois, hereby appoint **TIM LENZ** as Trustee for the **STRASBURG FIRE PROTECTION DISTRICT**, with the advice and consent of the County Board, to serve a full three year term commencing on the first Monday in May, 2012, and direct that, prior to that date, he present to me for approval his bond in the amount of Five Hundred Dollars (\$500.00) with two individuals as sureties thereon and that, upon approval thereof, he file such bond in the office of the Shelby County Circuit Clerk.

Dated this 24 Day of May 2013

*SK*



Chairman, Shelby County Board

*Bruce Cannon*

George Nuxoll  
203 E. County Blacktop  
Sigel, IL 62462

March 20, 2013

Honorable Bruce Cannon, Chair  
Shelby County Board  
P.O. Box 230  
Shelbyville, IL 62565

Re: Request for Reappointment to Board of Trustees  
Of the Sigel Fire Protection District

Dear Chair Cannon:

Please accept this letter as my request for reappointment as a Trustee of the Sigel Fire Protection District.

Enclosed please find a Petition for Appointment, Oath and Bond, together with a proposed Resolution making the appointment.

Should anything further be required for my reappointment to go forward please contact me or the District's legal counsel, James S. Sinclair at 618-465-6978.

Sincerely,

  
George Nuxoll

To: Honorable Bruce Cannon, Chair  
Shelby County Board  
P.O. Box 230  
Shelbyville, IL 62565

**PETITION FOR APPOINTMENT AS TRUSTEE OF  
SIGEL FIRE PROTECTION DISTRICT**

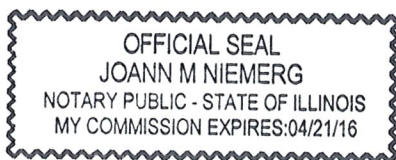
I, GEORGE NUXOLL, being first duly sworn, do hereby make application for reappointment as Trustee of the Sigel Fire Protection District of Effingham, Cumberland, and Shelby Counties, Illinois, to fill the vacancy created by the expiration of my term on the first Monday in May, 2013, and in support of this application state as follows:

1. I am a resident and registered voter of the Sigel Fire Protection District and Shelby County, Illinois. I meet the requirements of 70 ILCS 705/4 and 70 ILCS 705/10.1 for eligibility for appointment as a trustee of said fire protection district.
2. Sigel Fire Protection District includes parts of Effingham Cumberland, and Shelby Counties, Illinois.
3. My appointment as Trustee will be consistent with the provisions of 70 ILCS 705/4, relating to proportionate representation among counties with respect to population.
4. My appointment as Trustee will not violate the provisions of 70 ILCS 705/4, prohibiting more than one (1) trustee from an incorporated municipality except where such municipality contains more than 50% of the population of the District.
5. If appointed, I agree to enter into a bond with such surety and in such amount as this County Board determines.

WHEREFORE, I request reappointment as Trustee of the Sigel Fire Protection District for a three year term upon the expiration of my term on the first Monday in May, 2013.

  
George Nuxoll

Subscribed and sworn to before me this 2<sup>nd</sup> day of April, 2013.



  
Notary Public 

STATE OF ILLINOIS )  
COUNTY OF SHELBY )

BEFORE THE CHAIR MEMBERS  
OF THE COUNTY BOARD  
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF THE SIGEL )  
FIRE PROTECTION DISTRICT, )  
A PUBLIC FIRE )  
PROTECTION DISTRICT )

**OATH OF TRUSTEE**

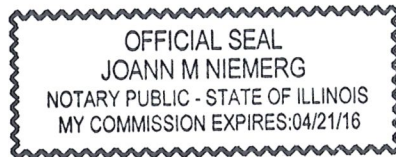
GEORGE NUXOLL, being first duly sworn on his oath according to law, states as follows:

That this affiant, GEORGE NUXOLL, is a Trustee of the Sigel Fire Protection District, a public fire protection district, organized and existing under the laws of the State of Illinois, and that this affiant upon appointment by the appropriate appointing authority as set out in 70 ILCS 705/4, as a Trustee of the said District to fill a term commencing the first Monday in May 2013 and expiring on the first Monday in May, 2016, will well and truly and faithfully do and perform each and all of the acts that are required of him to do and perform under the law and to the very best of his ability as Trustee of the Sigel Fire Protection District, a public fire protection district.



George Nuxoll, Trustee of the  
Sigel Fire Protection District  
a public fire protection district

Subscribed and sworn to before me  
This 2<sup>nd</sup> day of April, 2013




  
Notary Public J


**TRUSTEE BOND**


KNOW ALL MEN BY THESE PRESENTS THAT: George Nuxoll of 203 E. County Blacktop, Sigel, Illinois, hereinafter called the PRINCIPAL, and Robert Hoene of 19734 No. US Hwy 45, Effingham, Illinois, and Thomas Deters of 156 County Road 400 N, Sigel, Illinois, hereinafter called the SURETIES, are held and firmly bound unto the Sigel Fire Protection District of Effingham, Cumberland, and Shelby Counties, Illinois hereinafter called the OBLIGEE, in the principal sum of \$2,000.00 for the payment thereof to the Obligee, the Principal and Surety bind themselves, their heirs, executors, administrators and assigns, jointly and severally by these presents, the conditions hereof being that:

WHEREAS, the above named Principal has been appointed to the Office of Trustee of the Obligee for a term ending on the first Monday in May 2016;

NOW, THEREFORE, should the principal satisfactorily perform such duties as may be imposed upon him by law and shall account for all money that may come into his hands in his official capacity in said term this obligation shall be void, otherwise to remain in full force.

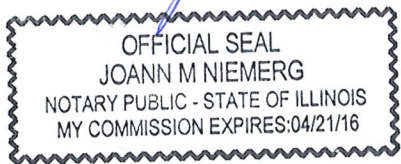
  
George Nuxoll  
(As Principal)

  
Robert Hoene  
(As Surety)

  
Thomas Deters  
(As Surety)

STATE OF ILLINOIS            )  
                                  *Shelby* ) SS.  
COUNTY OF           *Shelby*           )

Subscribed and sworn to before me by George Nuxoll, Robert Hoene, and Thomas Deters on the 2<sup>nd</sup> day of April, 2013.



  
Notary Public

Shelby County Treasurer  
 Monthly Report of Investments  
 1-May-13  
 Bank Balance: \$10,889,431.32

Passbooks, Money Markets,  
 & Certificates of Deposits

Checking & Cash

\$	640,480.37	MMD		
\$	1,368,825.58	MMD	General Fund	\$ 2,000.00
\$	-			
\$	-		County Payroll Clearing	\$ 27,888.48
\$	-			
\$	-		Section 105 Claims	\$ 2,000.00
\$	-			
\$	33,415.72	PB	County Health Fund	\$ -
\$	126,055.98	CD		
\$	19,778.99	MMD	County Health-TB	\$ -
\$	37,717.02	MMD		
\$	49,697.17	MMD	Animal Control Fund	\$ -
\$	23,479.32	MMD		
\$	88,995.83	PB	Ambulance Fund	\$ -
\$	152,615.57	MMD		
\$	1,013,987.85	MMD	Mental Health Fund	\$ -
\$	-			
\$	1,332,886.34	PB	IMRF Fund	\$ -
\$	-			
\$	252,771.99	PB	Social Security Fund	\$ -
\$	54,615.52	CD & MMD		
\$	37,396.45	PB	Indemnity Fund	\$ -
\$	-			
\$	1,574.01	PB	Court Security Fund	\$ -
\$	-			
\$	141,948.28	MMD	County Bridge Fund	\$ -
\$	-			
\$	95,746.90	PB	County Highway Fund	\$ -
\$	-			
\$	62,341.35	MMD	FASM Fund	\$ -
\$	-			
\$	657,782.64	MMD	County Motor Fuel Tax Fund	\$ -
\$	-			
\$	1,194.93	PB	Tourism Fund	\$ -
\$	97,469.51	CD & MMD		
\$	269,702.60	PB	Probation Fund	\$ -
\$	55,000.00	CD & MMD		
\$	41,975.98	PB	Assist Court Fund	\$ -
\$	-			
\$	1,021.59	PB	Law Library Fund	\$ -
\$	-			
\$	82,083.91	PB	Automation Fund	\$ -
\$	-			
\$	125,660.17	PB	Recording Fund	\$ -
\$	-			
\$	3,619.47	PB	Drug Traffic Fund	\$ -
\$	65,290.91	CD		
\$	26,643.59	MMD	Airport Fund	\$ 1,310.64
\$	242,396.62	CD & MMD		
\$	647,582.82	MMD	Home Nursing Fund	\$ -
\$	-			
\$	-		W.I.C. Fund	\$ 22,384.60
\$	-			
\$	26,994.82	MMD	Local Bridge Fund	\$ -
\$	-			
\$	-		Township Bridge Fund	\$ 2,434.58
\$	-			
\$	-		Township Construction Fund	\$ 369.13

\$ -	MMD		
\$ 1,127,611.72	MMD	Township Motor Fuel Tax	\$ -
\$ -			
\$ 1,149.63	PB	Estate Tax Fund	\$ -
\$ -			
\$ 276,255.70	PB	Minor Unknown Heirs Fund	\$ -
\$ -			
\$ 407.01	PB	Probation Drug Testing	\$ -
\$ 42,505.07	MMD		
\$ 166,312.13	PB	Drainage Fund	\$ 2,000.00
\$ -			
\$ 43,540.35	PB	Document Storage Fund	\$ -
\$ 82,177.66	MMD		
\$ 29,124.19	PB	Misc County Health Fund	\$ -
\$ 27,032.82	MMD		
\$ 5,586.60	PB	Litigation Fund	\$ -
\$ 208,536.94	CD		
\$ 212,075.76	PB	Revolving Loan Fund	\$ -
\$ -			
\$ 13,635.17	PB	Victim Impact Panel Fund	\$ -
\$ -			
\$ 771.06	PB	States Attorney Forf Fund	\$ -
\$ -			
\$ 8,616.12	PB	Rescue Squad Fund	\$ -
\$ -			
\$ 18,372.13	PB	DUI Equipment Fund	\$ -
\$ -			
\$ 210,979.05	PB	GIS Fund	\$ -
\$ -	CD		
\$ -	PB	Capital Improvement Fund	\$ 241,832.55
\$ -			
\$ -		Pet Population	\$ 14,768.17
\$ -			
\$ -	MMD	EMA Special Fund	\$ 50,759.66
\$ -			
\$ -	PB	SA Automation Fund	\$ 325.01
\$ -			
\$ -	PB	Drug Court Fund	\$ 566.64
\$ -			
\$ -		County Health Petty Cash	\$ 135.64
\$ -			
\$ -		Probation Petty Cash	\$ 50.00
\$ -			
\$ -		County Treasurer Cash	\$ 5,000.00
\$ -			
			\$ 10,727,264.01

County Collector Accounts

Shelby County State Bank-Checking	\$ 200.00
Busey Bank-Checking	\$ 4,680.01
National Bank at Pana	\$ 84.77
First National Bank of Assumption	\$ 139.58
Community Banks of Shelby County-Cowden	\$ 204.31
Shelby County State Bank-Strasburg	\$ 358.01
First Federal Savings & Loan-Shelbyville	\$ 171.17
Busey Bank-Real Estate Tax Trust Account	\$ 2,386.99
Shelby County State Bank-Shelbyville-Money Market	\$ 2,035.59
Busey Bank-Money Market	\$ 77,154.69
Ayars State Bank-Moweaqua	\$ 199.91
Shelby County State Bank-Findlay	\$ 224.56
First National Bank of Pana	\$ 259.58
Peoples Bank of Pana	\$ 185.24
Prairie National	\$ 193.71
Shelby County State Bank-Windsor Branch	\$ 199.92
Dewitt Federal Savings & Loan-Moweaqua	\$ 87.89
Sigel Community Bank	\$ 229.79
Shelby County State Bank-Moweaqua	\$ 154.34
Illinois Epay	\$ 73,017.25
	\$ 162,167.31



CERTIFICATE OF DEPOSITS  
May 1, 2013

General Fund(001) Community Banks of Shelby County-MMD# 390	
.15% Interest	\$ <u>640,480.37</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
.15% Interest	\$ <u>37,717.02</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
.15% Interest	\$ <u>23,479.32</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
.15% Interest	\$ <u>152,615.57</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
.15% Interest	\$ <u>9,615.52</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
.15% Interest	\$ <u>97,469.51</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
.15% Interest	\$ <u>117,396.62</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
.15% Interest	\$ <u>82,177.66</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 7/28/2013	
.20% Interest	\$ <u>126,055.98</u>

CERTIFICATE OF DEPOSITS  
May 1, 2013

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 8/9/2013 .20% Interest	\$ <u>45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 04/16/2013 .30% Interest	\$ <u>55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 8/15/2013 .30% Interest	\$ <u>125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151  .10% Interest	\$ <u>208,536.94</u>
Airport(022)	\$ <u>65,290.91</u>
TOTAL	\$ <u>1,785,835.42</u>