

April 3, 2014

**AMENDED**

**SHELBY COUNTY BOARD MEETING AGENDA**

**April 9, 2014 – 9:00 A. M. in Courtroom B**

1. Call to Order – Prayer - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. M, Y, B & K Robin Yockey, County Auditor – Audited Financial Report 8/31/2013
5. Dennis Shiley, CEFS Transportation Director; Intergovernmental Agreement, Resolution and Ordinance for FY 2015 Rural Transportation, Certificate of Intent, Special Warranty Acceptance, Purchase of Service Contract with CEFS/CIPT, Vehicle Lease Agreement
6. Shelby County Treasurer Debra Page – Resolution to Amend the Delinquent Tax Program Agreement
7. County Highway Engineer Alan Spesard – Highway Engineer's Report; Petition for Drainage Improvement for Oconee Highway Commissioner, Resolution to Award Bridge Contract in Lakewood Township, Agreement between IDOT and Shelby County for Replacement of Bridge in Holland Township
8. Shelby County Tourism Director Freddie Fry – Annual Tourism Update
9. Zoning Administrator/EMA Coordinator/PCOM Jared Rowcliffe – Zoning/EMA/PCOM Reports; Resolution Opposing Senate Bill 3263(Wind Energy Facilities Construction and Deconstruction Act)
10. Law Enforcement Chair Kay Kearney – Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation
11. Committee Reports
12. Chairman Updates
13. Chairman Appointments
14. Correspondence
15. Public Body Comment
16. Adjournment

**Prayer today is given by County Board member Don Strohl**

Please silence cell phones during the Board meeting.

## SHELBY COUNTY BOARD MEETING

April 9, 2014 – 9:00 A.M.

The Shelby County Board met on Wednesday, April 9, 2014, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Bruce Cannon called the meeting to order. County Board member Don Strohl gave the prayer and all present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll.

Minutes for the March 12, 2014 board meeting were presented for approval. Williams moved to approve the minutes. Mulholland seconded said motion, which passed by voice vote (21 yes, 0 no).

Robin Yockey, Certified Public Accountant and partner of the firm Mose, Yockey, Brown and Kull, LLC, addressed the board to present the County's audit report for the fiscal year (FY) ending August 31, 2013. Mrs. Yockey had met on March 19, 2014 with the Budget committee to review the audit in detail before presenting it to the board. Mrs. Yockey explained there were three components of the audit 1) the financial, 2) internal controls and 3) federal compliance. Each component of the audit requires an opinion that is noted in the audit. The County received thirteen state income tax distributions during FY 2013, compared to twelve the year before, but this was simply due to an issue in timing. Drawing the Board's attention to the management discussion and analysis reports, Mrs. Yockey noted Shelby County's financial highlights. The highlights are the County's management report of items that the Budget Committee felt significant to include. Fund Financial Statements provide an entity wide look at the county's finances but provide detail of the County's General Fund and major Special Revenue Funds. It was noted that the County's financial status as a whole stayed level. Yockey explained the change in assets with the completion of the Capital Improvement work that took place in the Courthouse in 2013. Areas of concern continue to be the tracking of Federal Revenue sources and making sure those federal funds are tracked and reported properly. The County Auditor will continue to work with the County Treasurer's office to implement programs to better identify, receipt and track these federal funds. Ending the Audit report, Yockey stressed that the County needs to monitor the individual fund disbursements and amend the County Budget as necessary, as there were 4 funds last year that exceeded their budgeted amounts (Refer to pages 82-83 of County Audit). Chairman Cannon thanked Mrs. Yockey for the County Audit report. (County Audit attached to these minutes).

Williams made a motion to accept the fiscal year ending August 31, 2013 Audit Report as presented. Clark seconded said motion, which passed by voice vote (21 yes, 0 no).

Dennis Shiley, CEFS Transportation Director, addressed the board requesting approval for an Intergovernmental Agreement, Resolution and Ordinance for the Fiscal Year 2015 Rural Transportation Grant Agreement under 5311, along with a Certificate of Intent, Special Warranty Acceptance, Purchase of Service Contract with CEFS/CIPT, and the Vehicle Lease Agreement. Shiley told the Board that the funding for FY 2015 had stayed basically the same as the previous fiscal year. CIPT is running at about 83% of its goal of 65,000 trips, and are continuing to look at ways to increase ridership in all of the Shelby County service area. (Copies of all Rural Transportation Funding Agreements attached to these minutes).

Mulholland made motion to approve the Intergovernmental Agreement, Resolution and Ordinance for Fiscal Year 2015 Rural Transportation Grant Agreement, the Certificate of Intent, Special Warranty Acceptance, Purchase of Service Contract with CEFS/CIPT, and the Vehicle Lease Agreement. Wetherell seconded said motion, which passed by voice vote (21 yes, 0 no) (Resolution and Ordinance attached to these minutes).

Chairman Cannon presented for approval a Resolution Amending the Delinquent Tax Program Agreement from Joseph E. Meyer to Joseph E. Meyer and Associates, Inc. Amling made motion to approve the Resolution to Amend the Delinquent Tax Program agreement as presented. Simpson seconded said motion, which passed by voice vote (21 yes, 0 no). (Resolution attached to these minutes).

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

Alan Spesard, County Highway Engineer presented a funding agreement between IDOT and Shelby County for the replacement of a bridge in Holland Township, a Resolution to Award the Bridge Contract in Lakewood Township, and a petition from the Oconee Highway Commissioner requesting assistance to replace a pipe culvert. The \$455,000 funding agreement between IDOT and Shelby County is for a 9 ton posted bridge in Holland Township 5 miles southeast of Cowden. The funding will be 80% Federal funds, 16% State and 4% to be split between the County and Holland Township. This bridge is expected to be put out for bids at a State letting to be held in Springfield on June 13<sup>th</sup>. Next, Spesard presented a Resolution to award the contract for the Lakewood Township Bridge to Schmidt Construction based on their low bid of \$293,759.70 at a letting held on April 4th. This Resolution also allows for the Chairman of the Shelby County Board to have the authority to act on behalf of the County and guarantee a loan for Lakewood Township with a private bank, as funds for this Bridge have to be spent, prior to receiving the 75% reimbursement from IEMA. Spesard next requested approval from the Board for a petition from the Oconee Township Highway Commissioner for replacement of a pipe culvert at a cost of \$6000.00 which will be split between the County and Oconee Township.

Wetherell made a motion to approve the funding agreement between IDOT and Shelby County to replace a Bridge in Holland Township. Warner seconded said motion, which passed by voice vote (21 yes, 0 no). (Agreement attached to these minutes).

**Shelby County Board Meeting**  
**April 9, 2014**

Bennett made motion to approve the Resolution to award the Lakewood Bridge to Schmidt Construction and for the County to guarantee a loan for Lakewood Township to a private bank. Williams seconded said motion, which passed by voice vote (21 yes, 0 no). (Resolution attached to these minutes).

Cruitt made motion to approve the petition to replace a pipe culvert in Oconee Township. Lenz seconded said motion, which passed by voice vote (21 yes, 0 no) (Petition attached to these minutes).

Continuing with updates, Spesard reported that the \$160,000 grant from the Department of Commerce and Economic Opportunity that he had detailed last month had been received and that the Findlay/Assumption intersection and resurfacing project will be put out for bids in May. Funding for 2 Railroad Crossing Approaches in Okaw Township has also been received from the ICC and this will also be put out for bids in May. Construction on the County Highway Towbruff Bridge South of Henton has been started and will progress as the weather allows. Spesard has received word from the Fayette County Highway Engineer that they plan on improving their portion of the road between Cowden and Herrick and will be closing that portion of the road later this summer. Ending his report Spesard updated the Board that the Annual Spring Highway Commissioners Conference will be held at the Highway Department on May 9<sup>th</sup>.

County Tourism Director Freddie Fry addressed the Board to update them about Tourism related things happening around Shelby County and Lake Shelbyville. She encouraged everyone to visit the site LakeShelbyville.com and stated social media had helped increase a lot of interest in Lake Shelbyville functions. Fry detailed a Tourism folder that she had passed to all members and encouraged anyone with any questions to stop and visit with her at the Tourism office.

Zoning Administrator/EMA Coordinator/PCOM Jared Rowcliffe highlighted the Zoning/EMA/PCOM report previously mailed to the board for their review. Rowcliffe also presented for Board approval a Resolution Opposing Senate Bill 3263(Wind Energy Facilities Construction and Deconstruction Act) (Zoning/EMA/PCOM report attached to these minutes).

Amling made a motion to approve the Resolution Opposing SB 3263. Kearney seconded said motion, which passed by voice vote (21 yes, 0 no) (Resolution attached to these minutes)

Law Enforcement Chair Kay Kearney presented for Board approval a Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation. Kearney stated the County has approved similar Mutual Aid Agreements in the past. Sheriff Miller informed the Board that Agreements like this allow for Mutual Aid from other Law Enforcement agencies in times of disaster, such as the November 2013 tornados that occurred in Northern Illinois.

Wetherell made a motion to approve the Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement. Hayden seconded said motion, which passed by voice vote (20 yes, 0 no, Warner present) (Resolution attached to these minutes).

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

Farm Committee Chair Jordan reported that the lime had been spread on the County Farm.

Animal Control Committee Chair Jordan reported that States Attorney Vonderheide was still working on drafts to contract with the municipalities for Animal Control services.

Law Enforcement Chair Kearney informed the Board that Deputy and the Jail Maintenance candidates were currently being interviewed.

Due to lack of a quorum Airport Chair Cannon reported that the Airport and Landing Fields Commission meeting had been rescheduled for April 14<sup>th</sup> at 7:00 P. M. at the County Airport. Continuing with Chairman Updates, Cannon stated he and Insurance Chair Bennett had recently attended a Risk Management and Insurance meeting in Bloomington hosted by Bliss McKnight. Cannon reminded the Budget Committee of their next meeting to be held on April 16th at 9:00 A. M. Cannon also informed the Board that the IDNR had recently contracted with a new company to manage the Eagle Creek Golf Course and they hoped to have it open for business as soon as possible.

Chairman Cannon requested the following Committee appointments:

Mark Wolf, trustee Tri-County Fire Protection District  
John Beldon, trustee Strasburg Fire Protection District  
Mike Kessler, trustee Stewardson Fire Protection District  
Kevin Kersey, trustee Cowden Fire Protection District  
Brian West, trustee Cowden Fire Protection District  
Don Selby, trustee Tower Hill Fire Protection District  
PennyStanderfer, trustee Shelbyville Fire Protection District

Hayden made a motion to approve Chairman Cannon's appointments. Simpson seconded said motion, which passed by voice vote (19 yes, 0 no, Amling abstains on the Tower Hill FPD vote)

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Next Chairman Cannon requested that Don Strohl, Gary Gergeni and Jesse Durbin be reappointed to the Cooperative Extension Committee.

Jordan made motion to approve Chairman Cannon's appointment of Strohl, Gergeni and Durbin to the Cooperative Extension Committee. Bennett seconded said motion, which passed by voice vote (20 yes, 0 no).

At this time Board member Kearney requested the Board enter into closed session pursuant to statutory citation 5 ILCS 120/2C (11) – to discuss current litigation.

Kearney made motion to adjourn the regular meeting and convene to closed session. Strohl seconded said motion. Roll Call Vote: Aye: Amling, Barr, Bennett, Cruitt, Durbin, Gergeni, Hayden, Hunter, Jordan, Kearney, Lenz, Mulholland, Sims, Simpson, Strohl, Warner, Warren, Wetherell, Williams. Nay: None Not voting: Cannon Absent: Clark. Motion carried.


**CLOSED SESSION OF THE SHELBY COUNTY BOARD**

The Closed Session was ended, the doors opened and spectators were allowed to return to the meeting. There was no action taken in closed session.

Hunter made motion to adjourn the Closed Session and to reconvene the regular session of the County Board meeting. Wetherell seconded said motion. Roll Call Vote: Aye: Amling, Barr, Bennett, Cruitt, Durbin, Gergeni, Hayden, Hunter, Jordan, Kearney, Lenz, Mulholland, Sims, Simpson, Strohl, Warner, Warren, Wetherell, Williams. Nay: None Not voting: Cannon Absent: Clark. Motion carried.

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

Warren made motion to assess mileage and per diem for the April meetings, to pay the bills/payroll as approved by the committees and adjourn until the next regular meeting to be held on May 7, 2014. Mulholland seconded said motion, which passed by voice vote (20 yes, 0 no) and the meeting was adjourned at 11:06 A.M.

  
Jessica Fox  
Shelby County Clerk and Recorder



## STATE OF ILLINOIS

## ROLL CALL VOTES IN COUNTY BOARD

## SHELBY COUNTY

April 9, 2014

## REGULAR MEETING

		ROLL CALL			QUESTIONS											
			4/9/2014	1/2014	Closed ON MOTIONS TO SUSPEND		Open Meeting ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.												
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	✓		A											
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	✓		✓		✓									
44	WETHERELL, DALE	46	✓		✓		✓									
10	WILLIAMS, LYNN		✓		✓		✓									

**SHELBY COUNTY, ILLINOIS  
ANNUAL FINANCIAL REPORT  
YEAR ENDED AUGUST 31, 2013**

**MOSE, YOCKEY, BROWN & KULL, LLC  
CERTIFIED PUBLIC ACCOUNTANTS  
SHELBYVILLE, ILLINOIS**

*See Original Audit*

# Shelby County 5311-DOAP Board Resolution FY15

Number 2014-11

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 *et seq.*) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; 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 5311 or the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE *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 5311 and the Act for fiscal year 2015, for the purpose of off-setting a portion of the Public Transportation Program operating expenses and deficits of *Shelby County*.

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

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

Section 4. That the *Board Chairman* of the *Shelby County Board* 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 *Board Chairman* of the *Shelby County Board* is hereby authorized and directed to execute and file on behalf of *Shelby County* a Section 5311-Downstate Operating Assistance Grant Agreement ("Agreement") with the Illinois Department of Transportation and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 and the Act for fiscal year 2015.

Section 6. That *Board Chairman* of the *Shelby County Board* is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2015.

PRESENTED and ADOPTED this 9th day of April, 2014

  
(Signature of Authorized Official)

*Shelby County Board Chairman*  
(Title)

  
(Attest)

4/9/2014  
(Date)

## Ordinance

ORDINANCE NUMBER 14-02-"0"  
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN SHELBY COUNTY, ILLINOIS

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, SHELBY County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the President and the County Board of SHELBY County that:

Section 1. SHELBY County shall hereby provide public transportation within the (county or counties) limits.

Section 2. The County Clerk of the County of SHELBY shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That *the Board Chairman* of Shelby County is hereby authorized and directed to execute and file on behalf of the *Shelby County* a Grant Application to the Illinois Department of Transportation.

Section 5. That *the 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.

PASSED by the President and the Board of Shelby County on the 9th day of April, 2014, and deposited and filed in the office of the County Clerk of said County on that date.

Elected Board Members 22

PRESENT 22

AYE 21(Chairman doesn't vote)

NAY

  
Clerk of Shelby County, Illinois

APPROVED by the President of the Shelby County Board, this 9<sup>th</sup> day of April, 2014

  
Chairman of Shelby County, Illinois

## FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

### FEDERAL FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: SHELBY COUNTY

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. X

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<u>Group</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	
02.	Lobbying.	
03.	Procurement and Procurement Systems.	
04.	Private Section Protections.	
05.	Rolling Stock Reviews and Bus Testing.	
06.	Demand Responsive Service.	
07.	Intelligent Transportation Systems.	
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	
10.	Alcohol and Controlled Substances Testing.	
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	
12.	State of Good Repair Program.	
13.	Fixed Guideway Modernization Grant Program.	
14.	Bus and Bus Facilities Formula Grants Program and Bus and Bus Related Equipment and Facilities Grant Program (Discretionary).	
15.	Urbanized Area Formula Grants Programs, Passenger Ferry Grants Program, and Job Access and Reverse Commute (JARC) Program.	
16.	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.	
17.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	
18.	Public Transportation on Indian Reservations Programs (also known as the Tribal Transit Programs).	
19.	Low or No Emission/Clean Fuels Grant Programs.	
20.	Paul S. Sarbanes Transit in Parks Program.	
21.	State Safety Oversight Program.	
22.	Public Transportation Emergency Relief Program.	
23.	Expedited Project Delivery Pilot Program.	
24.	Infrastructure Finance Programs.	

## FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

### FEDERAL FISCAL YEAR 2014 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE (Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

#### AFFIRMATION OF APPLICANT

Name of the Applicant: SHELBY COUNTY

Name and Relationship of the Authorized Representative: Bruce Cannon, Chairman Effingham County Board

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2014, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2014.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature  \_\_\_\_\_

Date: April 11 2014


Name Bruce Cannon  
Authorized Representative of Applicant

#### AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Shelby County

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature  \_\_\_\_\_

Date: \_\_\_\_\_

Name Gina Vonderheide  
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

# Shelby County 5311-DOAP Board Resolution FY15

Number 2014-11

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 *et seq.*) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; 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 5311 or the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE *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 5311 and the Act for fiscal year 2015, for the purpose of off-setting a portion of the Public Transportation Program operating expenses and deficits of *Shelby County*.

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

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

Section 4. That the *Board Chairman* of the *Shelby County Board* 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 *Board Chairman* of the *Shelby County Board* is hereby authorized and directed to execute and file on behalf of *Shelby County* a Section 5311-Downstate Operating Assistance Grant Agreement ("Agreement") with the Illinois Department of Transportation and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 and the Act for fiscal year 2015.

Section 6. That *Board Chairman* of the *Shelby County Board* is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2015.

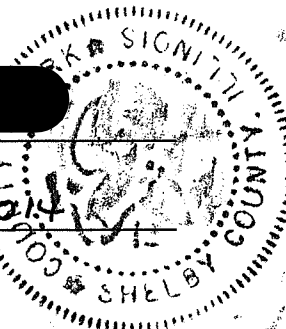
PRESENTED and ADOPTED this 9th day of April, 2014

  
(Signature of Authorized Official)

\_\_\_\_\_  
*Shelby County Board Chairman*  
(Title)

  
(Attest)

4/9/2014  
(Date)



## Ordinance

ORDINANCE NUMBER 14-02-"0"  
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN SHELBY COUNTY, ILLINOIS

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, SHELBY County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the President and the County Board of SHELBY County that:

Section 1. SHELBY County shall hereby provide public transportation within the (county or counties) limits.

Section 2. The County Clerk of the County of SHELBY shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That *the Board Chairman* of Shelby County is hereby authorized and directed to execute and file on behalf of the *Shelby County* a Grant Application to the Illinois Department of Transportation.

Section 5. That *the 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.

PASSED by the President and the Board of Shelby County on the 9th day of April, 2014, and deposited and filed in the office of the County Clerk of said County on that date.

Elected Board Members 22

PRESENT 22

AYE 21(Chairman doesn't vote)

NAY

Clerk of Shelby County, Illinois

APPROVED by the President of the Shelby County Board, this 9<sup>th</sup> day of April, 2014

Chairman of Shelby County, Illinois



## Applicant's Certification Of Intent

Applicant: Shelby County

Address: Shelby County Courthouse

P.O. Box 230

Shelbyville, IL 62565

<u>Bruce Cannon</u>	<u>Shelby County Board Chairman</u>	<u>217/774-4421</u>
Contact Person	Title	Telephone

217/774-5291

Fax Number

bec9000@yahoo.com

E-Mail Address

The applicant hereby applies to the State of Illinois through the Illinois Department of Transportation, Division of Public Transportation for grants under Article II and Article III of the Downstate Public Transportation Act for operating and administrative assistance for public transportation service.

Officer or Official of Applicant

  
\_\_\_\_\_  
Signature

Shelby Count Board Chairman

Officer or Official Title

April 9, 2014

Date

## Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF SHELBY COUNTY:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, Shelby County hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the Shelby County Board on the 9<sup>th</sup> day of April, 2014.  
Officer or Official of Applicant



\_\_\_\_\_  
Signature of Authorized Official

Shelby County Board Chariman  
Title

April 9, 2014  
Date

**FY2015 DOWNSTATE OPERATING ASSISTANCE  
APPLICATION FOR AGENCIES APPLYING FOR BOTH  
DOWNSTATE OPERATING ASSISTANCE and  
SECTION 5311 NON-METRO OPERATING ASSISTANCE**  
(Page 1 of 2)

To reduce duplicative or unnecessary application requirements, the FY2015 Downstate Operating Assistance application, *for those participants that will also receive FY2015 Section 5311 Non-Metro (5311) Operating Assistance*, has been combined with and incorporated into the 5311 application as Attachment VI. Therefore, participants applying for operating assistance under both programs need only submit the FY2015 5311 application that includes Attachment VI in order to apply for funding under both programs.

NOTE: The FY2015 5311 application is due on **April 3, 2014**.

Below are the forms comprising Attachment VIII:

**Attachments - Seven (7) forms which must be completed as part of your application:**

		<u>Page No.</u>
Form OP-1	Cover Letter requesting State operating assistance;	2
Form OP-2	Description of Applicant's Organization;	3
Form OP-3	Summary of Totals for Revenues and Expenses;	4
Form 501	Operating Labor Summary;	5,6
Form OP-5	Financial Data And Revenue And Expense (with 5311 Exhibit B);	5311 Application
Form OP-6B/6C	Vehicle Use and Passengers; and	9
Form OP-7	Purchase of Service Contracts.	10,11

**Attachments - Seven (7) forms FOR FUTURE USE:**

Form OP-8	Notification of Service Change;	12,13
Form OP-9	FY15 Year End Operating Data Report due on or before August 1, 2015;	16,17
Form OP-10A	Request for Payment;	
Form OP-10B	Estimated Quarterly Financial Report;	
Form OP-10C	Actual Quarterly Financial Report;	
Form OP-10D	Request for Payment Reconciliation; and	
Audit Schedule	The Schedule of Revenue and Expense for inclusion in your agency's FY2015 independent audit/financial statements.	
Year End NTD Operating Data Report for FY2014 due on August 1, 2015. (Copy in FY14 Application)		
FY14 Local Match Assessment Survey due on August 1, 2015.		

No legal Opinion or Board Resolution is required in connection with this Attachment VIII (DOAP Application) of the application; they will be required, however, for the execution of the Downstate Operating Assistance Grant contract.

Note that grant payments may be made only after the Department has reviewed and approved the application and a grant contract has been executed.

Should any questions arise regarding this application, please contact your Project Manager:

Sol Rivas at (312) 793-3663	Kevin Lamm at (312) 793-2257
Jeff Waxman at (312) 793-5232	Russ Flinchum at (312) 793-3513
Melanie Turner (217) 782-4981	Karen Strell at (312) 793-5230

Please submit one (1) original completed application to your area's Section Chief:

<b>ILLINOIS DEPARTMENT OF TRANSPORTATION</b>	<b>ILLINOIS DEPARTMENT OF TRANSPORTATION</b>
Division of Public & Intermodal Transportation	Division of Public & Intermodal Transportation
Ms Melanie Turner, Program Manager	Ms. Karen Strell, Section Chief
2300 S. Dirksen Parkway, Room 311	100 West Randolph Street, Suite 6-600
Springfield, IL 62764	Chicago, IL 60601

**FY2015 DOWNSTATE OPERATING ASSISTANCE  
APPLICATION FOR AGENCIES APPLYING FOR BOTH  
DOWNSTATE OPERATING ASSISTANCE and  
SECTION 5311 NON-METRO OPEARATING ASSISTANCE**  
(Page 2 of 2)

Please use the schedule below when submitting payment requests and filing actual revenue and expense reports for both programs. Because actual revenue and expense under the Downstate Public Transportation Act must be filed by the dates below, so must the 5311 quarterly reimbursement requests.

**DOWNSTATE & 5311 NON-METRO**

**ACTUAL QUARTERLY FINANCIAL REPORT SCHEDULE**

<b><u>FY2015: PERIOD COVERED BY THIS REPORT</u></b>	<b><u>TO BE FILED NO LATER THAN</u></b>
Actual 1st Quarter - July 1 thru Sept. 30	October 31
Actual 2nd Quarter - Oct. 1 thru Dec. 31	January 31
Actual 3rd Quarter - Jan. 1 thru March 31	April 30
Actual 4th Quarter - Apr. 1 thru June 30	July 31

DOWNSTATE  
STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

APPLICATION FORM OP-1  
COVER LETTER

\*\*\*\*\*

FOR IDOT OFFICE USE ONLY

Grant Applic. Number \_\_\_\_\_ Expenses \_\_\_\_\_  
Date Received \_\_\_\_\_ Revenues \_\_\_\_\_  
Appropriation \_\_\_\_\_ Deficit \_\_\_\_\_  
65% of Expenses \_\_\_\_\_

\*\*\*\*\*

Application for operating assistance grants under Article II of the Downstate Public Transportation Act (30 ILCS 740/1-1 et seq.) for costs incurred during the period July 1, 2014 through June 30, 2015 (FY2015).

APPLICANT'S NAME: Shelby County

STREET ADDRESS: P.O. Box 230, 301 E. Main

<u>Shelbyville, IL</u>	<u>62565</u>	<u>217-774-3841</u>
CITY	STATE	ZIP CODE
TELEPHONE NUMBER		

The applicant hereby applies to the State of Illinois through the Division of Public & Intermodal Transportation for grants under Article II of the Downstate Public Transportation Act (30 ILCS 740/1-1 et seq.).

I hereby certify that I have reviewed this Application including all attached exhibits and information, and have found it to be true and correct.

  
\_\_\_\_\_  
Signature (same as #1 on Form OP-2)

Shelby County Board Chairman  
\_\_\_\_\_  
Title (same as #1 on Form OP-2)

April 9 2014  
\_\_\_\_\_  
Date

1. The name and title of the person authorized by the Participant to submit this application:

<u>Bruce Cannon</u>	<u>Shelby County Board Chairman</u>
Name	Title

2. The name and title of the person who will be directly responsible for the implementation of the Program of Proposed Expenditures:

<u>Dennis Shiley</u>	<u>Transportation Director</u>
Name	Title

3. The name and title of the person who will be directly authorized to sign and certify the Quarterly Financial Reports (OP-10 FORMS):

<u>Debra S. Page</u>	<u>Shelby County Treasurer</u>
Name	Title

4. Year Created    1965 Agency    1985 Program

5. Means Created    Incorporated by Clay, Effingham, Fayette and Shelby Counties

6. Does your Agency have special tax authority for transit? [ ] yes [X] no. If yes, what is:

- a. the current level your Agency will tax at in FISCAL YEAR 2015 \_\_\_\_\_ %
- b. the total Fiscal Year 2014 estimated revenue: \$ \_\_\_\_\_
- c. the total Fiscal Year 2013 actual revenue realized: \$ \_\_\_\_\_

7. Please attach a full description or map of your Agency's territorial boundaries as defined on Page 3(a) of this application. In addition, please provide the following information regarding your Territorial Boundaries:

City/County	2010 Population	Square Miles	Pop/sq. miles
Clay	13,815	468	30
Douglas	19,980	417	48
Fayette	22,140	716	31
Montgomery	30,104	704	43
Moultrie	14,846	336	44
Shelby	22,363	758	30

8. Please attach a full description and map of your Agency's **service area** as defined on Page 3(a) of this application.
9. Please attach a full description and map of your Agency's **contiguous-area service** as defined on Page 3(a) of this application.
10. Please attach a full description or map of any services provided by your Agency **identified as ineligible service** on Page 3(a) of this application. (Note: Any revenue or expense associated with these services should be excluded from 5311 Exhibit B and FORM OP-5.)

11. Transit System Management

[X] Self  
[ ] Contract \_\_\_\_\_

## DEFINITIONS:

- Service Area: A participant's territorial boundaries, plus any eligible Service Extensions, plus any Contiguous-Area Service. (See 30 ILCS 740.)
- Contiguous-Area Service Service provided by a participant within any county that is contiguous to its territorial boundaries as defined by the Department and subject to Departmental approval. Participant must certify to the Department that any such contiguous-area service provided after July 1, 2007, meets the requirements of 30 ILCS 740/2-5.1 in order to receive reimbursement for the service. (See 30 ILCS 740/2-7(b-20).)
- Service Extensions: Service that is provided beyond the participant's territorial boundaries, where one end of a passenger trip (either origin or destination) is within the territorial boundaries. (See 70 ILCS 3615 and 30 ILCS 740/2-5.)
- Territorial Boundaries for:
- Municipal Participants: The municipal or corporate boundaries of the participant.
- Mass Transit Districts: The district boundaries on file with the Illinois Secretary of State's Office. (See 70 ILCS 3610/5.)

## INELIGIBLE SERVICE

- Service operated totally outside a participant's territorial boundaries, unless it is Contiguous Area Service allowed for under 30 ILCS 740/2-7(b-20).
- Effective FY2002: Service extensions beyond a Mass Transit District's territorial limits which do not have documented approval of the required governing bodies. (See 70 ILCS 3610/5.)
- Service extensions beyond a Section 5311 recipient's territorial boundaries which are non-incidental service within urbanized areas. (See Section 5311 program guidelines.)

SUMMARY OF TOTALS FOR REVENUES AND EXPENSES

Total Eligible Expense reported on 5311  
Exhibit B (Column A, pg. 9 of OP-5 Tab) \$ 1,332,021 (a)

Total Eligible Revenue reported on 5311  
Exhibit B (Column A, pg. 7 of OP-5 Tab) \$ 585,697 (b)

Section 5311 Funding requested in  
5311 Application \$ 383,967 (c)

Downstate Operating Assistance Deficit  
(a) - (b) \$ 746,324 (d)

65% of Eligible Operating Expenses \$ 865,813.65 (e)

Downstate Operating Assistance  
requested (lesser of (d) or (e) \$ 746,324

\*\*\*\*\*

I hereby certify that the total operating revenues and expenses reported in this Form are estimated to be incurred in the provision of public transportation services within the State of Illinois during FISCAL YEAR 2015. Expenses determined to be ineligible under such regulations for State Operating Assistance have been deducted as ineligible expenses.

Prepared by: Debra S. Page

Certified by: [REDACTED]  
(same as #3 on Form OP-2)

Date: 4-10-14



# FORM 501 OPERATING LABOR SUMMARY

(Page 1 of 2)

[To Be Submitted on Accrual Method of Accounting]

The amounts shown for each line item total in FORM 501 OPERATING LABOR SUMMARY must agree with the corresponding line item in Form OP-5 and line item 501 in the 5311 Exhibit B (5311 Budget).

## 501 Labor

### .01 Operator's Salaries and Wages

Are your operators unionized? YES [ ] NO [ X ]

If Yes, give expiration date contract \_\_\_\_\_

NOTE: PLEASE ATTACH COPY OF MOST RECENT LABOR CONTRACT.

IF THE MOST RECENT CONTRACT IS ON FILE, PLEASE CHECK BOX [ ]

	Number of Operators	FULL TIME Average Hourly Wage	Annual Total Wages
Est. FY 2015	<u>12.5</u>	<u>11.37</u>	(1) <u>295,640</u>
	Number of Operators	PART TIME Average Hourly Wage	Annual Total Wages
Est. FY 2015	<u>16 part time equiv. to 7FTE hours</u>	<u>11.37</u>	(2) <u>165,559</u>
Est. FY 2015	<u>Operators' overtime</u>		(3) <u>4,567</u>
CATEGORY TOTAL 501.01			<u>465,766</u> (Add 1, 2 & 3)

FORM 501 OPERATING LABOR SUMMARY  
(Page 2 of 2)

.02 Other Salaries and Wages:

<u>Job Title</u>	<u>No. of Employees in this Position</u>	<u>Estimated FY2015 Salary</u>
Director	.79	37,235
Program Manager	.79	22,533
Maintenance/Safety manager	.79	29,415
Driver/Trainer	.79	20,885
Dispatch Supervisor	.79	20,665
Mobility Manager	.79	19,887
Dispatcher	.79	16,333
Fiscal Officer/Payroll Mgr.	.30	13,726
Dispatcher/Driver	1.58	41,321

Total 501.02      222,000

CATEGORY TOTAL 501

687,766  
(Add .01 & .02)

Financial and non-financial data reported on forms OP-5, the 5311 Exhibit B (5311 Budget) and OP-6 must be coordinated. For financial data required on this form, use the budgeted FY2015 data as reported.

For non-financial reporting data, if budgeted financial data was calculated from non-financial statistical projections (ridership, vehicle hours, etc.), use the same data for calculating the budgeted financial data shown on form OP-5. If not, calculate non-financial reporting data from the budgeted financial data.

### **6B Vehicle Use**

Regular route means a regular fixed-route on which any passenger can ride and for which regular route time schedules are prepared.

Paratransit service means a special demand-response, route-deviation or fixed-route service which only picks up elderly and handicapped passengers. NOTE: Please include data on services run by any organization with which you have a purchase of service agreement.

Special routes refers to any route-deviation or fixed-route which does not run on a standard fixed headway such as 5, 10, 20, 30, 60 minutes. This would include charter service.

Vehicle Miles refers to service miles. Do not include deadhead miles.

Peak Vehicles refers to the maximum number of vehicles in service at the same time on a weekday.

Vehicle Hours refers to service hours. Do not include deadhead hours.

### **6C. Passengers**

ADULT refers to all cash adult fares paid for demand-response, route-deviation or fixed route service regardless of age of the person paying the fare. Each cash adult fare equals one ride. Each transfer issued to a person paying a fare equals one ride. Thus, a person paying an adult cash fare and using a fare transfer should be counted as an adult making 2 trips. These rules for counting transfers apply to all ridership categories.

CHILD refers to all children under 12 years of age paying a cash children fare for a trip.

SENIOR CITIZENS refers to all passengers recognized by a regular fixed-route bus driver as a senior citizen or handicapped person paying a reduced fare.

STUDENTS refers to all passengers demand-response, route-deviation or fixed route service paying a cash-reduced student fare.

TOKEN, TICKET, OR PASS refers to all trips taken for demand-response, route-deviation or fixed route service using any of the following: tokens, weekly tickets, monthly tickets, multiple ride tickets, and unlimited ride tickets for specified periods of time, regardless of whether the pass or ticket is sold for a full or half price. If your buses are equipped with fareboxes or other counting devices which allow you to count ticket or pass rides by category, such as a Senior Citizen Pass, Student Pass, etc., and the bus operators have been instructed to count ticket useage by category, please provide the information on ticket use by ridership category. Otherwise, please provide one total for all ticket trips used.

PARATRANSIT SERVICE PROVIDED BY PARTICIPANT refers to all passengers paying paratransit fare for demand-responsive special services operated directly by the participant.

PARATRANSIT SERVICE FROM PURCHASE OF SERVICE CONTRACTS refers to all passengers paying paratransit fare for demand-responsive special services provided under a purchase of service agreement.

TOTAL PASSENGERS is the sum of ADULT, CHILD, SENIOR CITIZEN, STUDENTS, PARATRANSIT, AND TOKEN, TICKET, OR PASS ridership categories above.

**FORM OP-6B: VEHICLE USE, & OP-6C: PASSENGERS**

(Page 1 of 1)

	Estimated FY2015 Revenue Vehicle	Estimated FY2015 Peak Vehicles Required	Estimated FY2015 Revenue Vehicle Hours (1)
--	-------------------------------------	---	--

Regular Route

Special Routes

Paratransit Service  
Provided by Participant

485,701

31

33,000

Paratransit Service from  
Purchase of Service  
Contracts

TOTAL

485,701

31

33,000

(1) This should not include deadhead miles or hours

**6C PASSENGERS**

Estimated FY2015

Adult

43,500

Child

15,754

Senior Citizens and  
Disabled (Reduced Fare)

22,500

Student (Reduced Fare)

5,000

Token, Ticket or Pass

2,500

Paratransit Service  
Provided by Participant

Paratransit Service from  
Purchase of Service  
Contracts

TOTAL PASSENGERS

89,254

Transfers should  
be counted and  
included as  
separate trips in  
the appropriate  
category

**EXHIBIT E**

**VEHICLE LEASE AGREEMENT**

**between**

**Shelby County  
(Lessor)  
and**

**C.E.F.S. Economic Opportunity Corporation/  
Central Illinois Public Transit  
(Lessee)**

**EFFECTIVE DATE:**

**July 1, 2014 – June 30, 2015**

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VEHICLES LEASED LIST

EXHIBIT "A"

## VEHICLE LEASE AGREEMENT

This Agreement is made and entered into on \_\_\_\_\_ between Shelby County, an Illinois County Governmental Entity, hereinafter referred to as "Lessor", and C.E.F.S. Economic Opportunity Corporation/Central Illinois Public Transit an Illinois Not-For-Profit Corporation, hereinafter referred to as "Lessee".

Lessor and Lessee, for the considerations set forth below, hereby agree as follows:

### SECTION 1

#### Vehicle(s) Leased

Lessor hereby leases to Lessee, on the terms and conditions herein contained the following motor vehicle(s) as listed in Exhibit A: Vehicles Leased.

### SECTION 2

#### Use and Scope of Service Limits

Lessee agrees that it will not use or permit the use of the leased vehicle(s) in any negligent or improper manner, or in violation of any statute, law, or ordinance, or so as to avoid any insurance covering the vehicle(s), or as a public or private livery, or permit any vehicle(s) to become subject to any lien, charge, or encumbrance which may affect Lessor's title to said vehicle(s).

Lessee shall obtain Lessor's prior written consent, which consent shall not be withheld unreasonably for any trip in excess of a 200 mile radius from C.E.F.S. Economic Opportunity Corporation/Central Illinois Public Transit (Shelby County) base of operation.

Lessee shall notify Lessor once the mileage on the vehicle(s) reaches 350,000, whereas, Lessor may apply for release of lien from IDOT.

If Lessor and Lessee agree that a leased vehicle is due for disposal, Lessee will terminate agreement for that said vehicle. Lessee agrees that upon support of future application, if a replacement vehicle is available, a subsequent lease will be established for said vehicle. In the event that said vehicle is due for disposal, Lessee agrees to provide transportation service in Lessee owned vehicle.

### SECTION 3

#### Term

The term of the lease shall be for a period commencing on July 1, 2014 and terminating at midnight on June 30, 2015. Subject to the terms of Section 19, the Lessee shall notify Lessor in writing, no later than ninety (90) days prior to the termination date of this Agreement, of Lessee's intention to either terminate this Agreement on June 30, 2015, or seek to renew the Agreement.

### SECTION 4

#### Additional Conditions of IDOT/DPIT

The State of Illinois Department of Transportation, Division of Public and Intermodal Transportation (hereinafter referred to as "IDOT/DPIT") is the lien holder on the vehicle(s) to be leased by the Lessor, and operated by Lessee pursuant to the Capital Assistance Grant agreement listed in Section 1. The Section 1, Capital Assistance Grant is specifically incorporated herein, as fully set forth in "Exhibit A", attached hereto and made a part hereof. IDOT/DPIT acknowledges that the making of this Agreement between Lessor and Lessee does not violate the terms of the federal Section 5311 Non-Metro Operating Assistance Grant, state Downstate Operating Assistance Program Grant or the Capital Assistance Grant, nor causes any default or forfeiture thereunder.



Lessee shall use the vehicle(s) for the same purposes as described in the federal Section 5311 Non-Metro Operating Assistance grant, the state Downstate Operating Assistance or the Capital Assistance grant entered into by Lessor and IDOT/DPIT, i.e. for public transportation services designed to meet the needs of persons needing access in Illinois.

Lessee represents and warrants that it will comply with said terms, conditions, and obligations of IDOT/DPIT, so as not to jeopardize Lessor's relationship with IDOT/DPIT, nor cause Lessor to be in default of any agreement with IDOT/DPIT. Any breach of the federal Section 5311 Non-Metro Operating Assistance grant, the state Downstate Operating Assistance Grant or Capital Assistance grant shall be considered a default by Lessee under the terms hereof.

## **SECTION 5**

### **Lessee's Representations and Warranties**

In consideration of Lessor entering into this Agreement, the Lessee hereby represents and warrants:

(a) Lessee is an Illinois not-for-profit corporation, duly organized, validly existing, and in good standing under the laws of the State of Illinois, and has the power and authority to carry on its business, as now conducted, to own and operate its property and assets, to execute this Agreement and any other agreements and instruments referred to in this Agreement that it is executing and delivering, and to carry out the transactions contemplated hereby and thereby.

(b) Neither the execution, delivery or performance of this Agreement or any other agreement or instrument referred to in this Agreement that is executed and delivered by or on behalf of Lessee in conjunction herewith, nor the consummation of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, contravenes the Certificate of Incorporation, Articles of Incorporation, or Bylaws of Lessee or any provision of Law, statute, rule, regulations, or order of any court of governmental authority to which Lessee is subject, or any judgment, decree, franchise, order to permit applicable to Lessee, or conflicts or is inconsistent with, or will result in any breach of or constitute a default under, any contract, commitment, agreement, understanding, arrangement, or instrument, or result in the creation of or imposition of, or the obligation to create or impose, any lien, encumbrance, or liability on any of the property or assets of Lessee, or will increase any such lien, encumbrance, or liability.

(c) Lessee now has and will continue to have during the term of this Agreement, all necessary licenses, certification, or other documents required by any governmental agency, federal, state, or local, which authorize or empower the services to be performed hereunder by Lessee.

## **SECTION 6**

### **Rent and Terms of Payment**

Lessee agrees to pay as rent for the vehicle(s) leased herein the sum of One Dollar (\$1.00) per year, paid annually in advance.

## **SECTION 7**

### **Insurance**

Lessee shall, at its sole cost, provide and maintain during the term of this Agreement, a policy or policies of vehicle(s) liability insurance containing the coverage, exceptions, and exclusions, which are ordinarily contained in vehicle(s) liability insurance policies written for the locality where the vehicle is stored. Such policy shall insure Lessor and Lessee, and their respective agent and employees, with respect to liability as a result of the ownership, maintenance, use or operation of vehicle(s) furnished by Lessor to Lessee pursuant to this Agreement. Furthermore, Lessee shall, at its sole cost, provide and maintain during the term of the Agreement, insurance coverage for collision and comprehensive damages as is customary for such vehicle(s), naming Lessor as an additional insured.

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall, at minimum afford the following coverages:

Commercial Vehicle Coverage

Combined single limit: \$1,000,000.00  
Medical Payments: \$5,000.00  
Uninsured / Underinsured: \$1,000,000.00  
Hired and Non-owned: \$1,000,000.00

Umbrella Excess Liability Coverage

\$4,000,000.00

Such insurance shall include destruction and/or loss of use or property as a result of an accident. Lessor shall not be liable for damage to property owned by, rented to, or in charge of Lessee.

All such insurance shall be in a form acceptable to Lessor. Lessee shall cause the insurer to furnish to Lessor a certificate of insurance, and a certificate of any renewal or replacement of insurance, evidencing coverage as outlined herein. The certificate shall provide that the insurance shall not be cancelled or materially modified except upon fifteen (15) days advance notice to Lessor.

Lessee must promptly notify Lessor of any accident or incident that may result in an insurance claim.

**SECTION 8**

License Plates and Registration(s)

The vehicle subject to this Agreement shall bear the proper license plate. The title to such vehicle is registered in the name of the Lessor, subject to the lien rights of IDOT/DPIT. The annual registration, license fees, safety inspection costs, etc. shall be paid by Lessee.

**SECTION 9**

Delivery of Vehicle(s)

Lessor shall use all reasonable diligence to transfer the vehicle(s) leased hereunder to the Lessee on the execution of this Agreement and any supplement thereto, but shall not be liable to Lessee for any failure or delay if Lessor shall have exercised reasonable diligence herein.

**SECTION 10**

Reporting and Audit

(a) Lessee shall be responsible for providing any and all data pertaining to the scope of services as requested upon reasonable notice by Lessor. Data required may include, but not be limited to, vehicle(s) maintenance records and trip logs.

(b) Lessor or its designee may perform, at any time, one or more audits and/or inspection of the records with regard to compliance with the provisions of the Agreement. Lessee agrees to comply with all requests to have equipment available as requested by Lessor for completion of audits.

(c) Lessee agrees to preserve for a period of five years after the termination of this Agreement, any and all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement.

**SECTION 11**

Maintenance

All service, materials, and repairs in connection with the use and operation of the respective vehicle during the lease term, including but not limited to gasoline, fuel, oil, batteries, repairs, maintenance, tires, tubes, and towing necessary for the proper use and operation of the vehicle(s), are at lessee's expense. Lessee agrees that the oil in the crankcase shall at times be kept at proper level and shall be completely changed and the vehicle lubricated at intervals recommended in the manual provided by the manufacturer of the vehicle(s). Lessee shall take the vehicle(s) to the appropriate factory-authorized dealer for all service and repairs under manufacturer's warranty. Lessor shall not be

liable for repairs, nor shall any such repairs be charged to Lessor. Lessee shall maintain and clean said vehicle(s) in a reasonable manner. Lessee shall immediately take reasonable corrective action on any item of repair, maintenance or cleanliness upon receipt of any complaint from Lessor.

Lessee shall prepare and maintain accurate records relating to all vehicle(s) maintenance performed herein and shall provide Lessor with any such information when requested in writing.

**SECTION 12**  
Modification of Vehicle(s)

Upon taking possession of vehicle(s), the Lessee shall install Mentor/Ranger units into the vehicle(s). Mentor/Ranger units will be installed by chosen vendor of Lessee. The Mentor/Ranger units are the property of Lessor and will be uninstalled by Lessee's vendor at the end or termination of the Agreement and may be reinstalled in a replacement vehicle of the Lessor.

**SECTION 13**  
Acceptance by Lessee

Upon taking possession of vehicle(s), it shall be conclusively presumed to be in neat and proper appearance, good repair, mechanical condition, and running order when accepted by Lessee.

NEITHER LESSOR NOR LESSEE IS THE MANUFACTURER OF THE VEHICLE(S) SUBJECT TO THIS AGREEMENT, NOR THE MANUFACTURER'S AGENT, AND NEITHER MAKES ANY EXPRESS OR IMPLIED WARRANTY OF ANY NATURE REGARDING THE VEHICLE(S) SUBJECT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; ITS DESIGN OR CONDITION; ITS WORKMANSHIP; ITS FREEDOM FROM LATENT DEFECTS; ITS COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT; OR ITS NONINFRINGEMENT OF ANY PATENT, TRADEMARK, OR LICENSE.

This Agreement shall not operate to release or waive any rights of Lessor or Lessee against any person not a party hereto, including the manufacturer of the vehicle(s) subject to this Agreement.

Lessor shall assign or otherwise make available, as legally permitted, any manufacturer's warranties covering the vehicle(s) subject to this Agreement.

**SECTION 14**  
Risk of Loss

Lessee shall bear all risks of damage or loss of the leased vehicle(s), or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitution of parts or equipment of respective vehicle shall be at the cost and expense of the Lessee and shall be accessions to the vehicle(s). The Lessee shall at all times, and at Lessee's expense, keep the vehicle in good working order, condition, and repair, reasonable wear and tear excepted.

**SECTION 15**  
Indemnity

Lessee agrees to save Lessor and the State of Illinois, including IDOT/DPIT, harmless from any and all claims, losses, causes of action, and expenses, for whatever reason, including legal expenses and reasonable attorneys fees, arising from the use, maintenance, and operation of the vehicle(s) leased under the Agreement or the provision of services hereunder.

**SECTION 16**  
Additional Charges

Lessee agrees to pay any and all storage charges, parking charges, and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees. Lessee will pay any fees (including vehicle registration and inspection fees) or taxes which may be imposed with respect to such vehicle(s) by any duly constituted governmental authority as the result of lessee's use or intended use of the vehicle(s).

**SECTION 17**  
Reports of Accidents

If the vehicle(s) furnished by Lessor to the Lessee under this Agreement is involved in any accident, Lessee shall cause its agent and employees to notify Lessor of such accident immediately by telephone, facsimile or email. Thereafter, as soon as practicable, Lessee shall report to Lessor in writing giving all information relative to the accident, including by not limited to the date, time, place, and circumstances of the accident, the names and addresses of persons injured, the owners of the property damaged, and names and addresses of witnesses. Lessee, its agents and employees, shall cooperate fully with Lessor and the insurer in the investigation and defense of any claim or suit, and shall do nothing to impair or invalidate any applicable coverage.

Lessee shall promptly deliver to Lessor, or to such other person or company as Lessor shall have designated in writing, any and all papers, notices, summonses, process and documents whatsoever served upon or delivered to Lessee or Lessee's agents or employees in connection with any claim, suit, action, or proceeding at law or in equity commenced or threatened against Lessee and/or Lessor arising out of the ownership, maintenance, use or operation of any such vehicle(s).

**SECTION 18**  
Drivers of Vehicle(s)

The leased vehicle(s) under this Agreement shall be operated by the Lessee only by safe, careful, and legally qualified drivers having a proper license. Such drivers shall be selected, employed, controlled, and paid by Lessee. Lessee shall cause the vehicle(s) to be used and operated with reasonable care and precaution to prevent loss and damage to said vehicle(s) because of negligent or reckless use, abuse, fire, theft, collision, or injury to persons or property.

Lessee's drivers shall comply with all applicable state and federal regulations governing transportation services.

**SECTION 19**  
Termination

At least ninety (90) days prior to the expiration of the term set forth in Section 3, the parties shall either (i) agree in writing to extend the Agreement upon such terms and conditions as may be mutually agreeable, or (ii) if an extension of the Agreement is not completed, then one party may provide written notice to the other party that the Agreement shall terminate at the expiration of the term set forth in Section 3. This Agreement shall terminate in any event upon default as provided in Section 24.

This Agreement may be terminated by either party, without cause, with a six (6) month notice to the other party, at the address set forth in the provision for parties above. This Agreement may be terminated by either party, with cause, with a ninety (90) day notice to the other party for the following causes:

1. Non appropriation or insufficient appropriation
2. Reduced funding sources/revenues

Such termination shall be in writing and sent via U.S. Postal Service or hand delivered to the business addresses contained in this Agreement.

**SECTION 20**  
Surrender of Vehicle(s)

Upon Agreement termination, at the sole option of Lessor, Lessee shall surrender the respective vehicle(s) leased hereunder, in the same condition as when received, less reasonable wear and tear, free from collision or upset damage, to the Lessor at the address listed in Section 27, or at any other location mutually agreed on by the parties to the Agreement.

**SECTION 21**  
Warranties

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY THE LESSOR TO THE LESSEE AND LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE LEASED VEHICLE(S), OR BY THE FAILURE OF THE VEHICLE(S), OR INTERRUPTION OF SERVICE OR USE OF THE LEASED VEHICLE(S).

**SECTION 22**  
Compliance with Laws

The vehicle(s) leased under this Agreement will not, while in the possession, custody, or control of Lessee, be operated in excess of its rated maximum weights or capacity. If the vehicle(s) is damaged in any manner due to overloading, Lessee shall immediately pay to Lessor the amount of any and all damages and losses it may sustain thereby.

The leased vehicle(s) shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations applicable to the operation of such vehicle(s). Lessee will hold Lessor harmless from any and/or all fines, forfeitures, penalties for traffic violations or for the violation of any statute, law, ordinance, rule, or regulation of any duly constituted public authority.

Lessee shall not use nor allow any vehicle(s) to be used for any unlawful purpose or for the transportation of any property or material deemed extra hazardous by reason of being explosive, inflammable, or fissionable.

**SECTION 23**  
Assignment

Lessee agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this Agreement, or the Agreement itself, or the subject vehicle(s), without the prior written consent of Lessor. Lessee hereby consents to and authorizes Lessor's assignment of all rentals, charges, and any other amounts payable by Lessee to Lessor, or to become payable. This Agreement and the rights and interests of Lessee under this Agreement are subordinate to any security agreement executed by Lessor and any such assignee, covering the vehicle(s) leased hereunder.

**SECTION 24**  
Default

Time is of the essence of this Agreement. Lessor, at its option, may declare this Agreement in default on the happening of any of the following:

- a. Default by Lessee in payment or performance of any of its obligations under this Agreement.
- b. Voluntary assignment of Lessee's interests herein.
- c. Involuntary transfer of Lessee's interest herein, whether or not by operation of law, bankruptcy, or any assignment of Lessee's property for the benefit of creditors, or if a receiver or trustee is appointed for Lessee's property or business.

- d. Expiration or cancellation of any policy of insurance agreed to be paid for by Lessee, or the cessation in force according to its original terms of such insurance, or of any extension or renewal of such insurance, during the entire term of this Agreement.

Lessor shall provide Lessee with written notice of default. Lessee shall have ten (10) days from the date Lessor's notice is given as required by Section 27 of this Agreement to cure the default. If upon the expiration of said ten (10) days timeframe Lessee has not cured the default, then Lessor may seek to enforce any rights and or remedies it may have against Lessee hereunder.

On declaration by Lessor that the Agreement is in default, and after expiration of the cure period set forth above, the vehicle(s) subject to this Agreement shall be surrendered and delivered to Lessor, and Lessor may take possession of the vehicle(s) wherever it may be found, and for that purpose may enter on the premises of Lessee provided there is no breach of peace. If allowed by applicable law or upon abandonment of the vehicle by Lessee, the Lessor's right to take possession of the vehicle(s) may be without process of law. On default, Lessee and Lessee's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the vehicle subject to this Agreement, or the possession or use of such vehicle(s), and Lessor shall retain all rents and other sums paid by Lessee under this Agreement with respect to said vehicle(s). The rights and remedies of Lessor under this Agreement are not exclusive, but cumulative and in addition to all other rights and remedies provided by law. Lessor shall be entitled to collect from Lessee the costs and expenses, including reasonable attorneys fees, in connection with any matters concerning the default of Lessee and the repossession of the vehicle(s).

#### **SECTION 25**

##### Waiver

Failure of Lessor in any one or more instances to insist on the performance of any of the terms of this Agreement, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this Agreement shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

#### **SECTION 26**

##### Lease Only

This Agreement is one of leasing only and Lessee shall not acquire hereby any right, title, or interest to vehicle leased hereunder other than that of Lessee. Lessee acknowledges that Lessor owns (subject to IDOT/DPIT lien) the vehicle(s) subject to the Agreement. Nothing herein shall affect Lessor's absolute ownership of any title to said vehicle(s).

#### **SECTION 27**

##### Notices

Notices provided for under this Agreement shall be deemed given when mailed certified mail to the addresses of the Lessor and Lessee, as set forth below:

IF TO LESSOR: Bruce Cannon, Chairman (Assigns or Successors)  
Shelby County  
301 East Main Street  
P.O. BOX 230  
Shelbyville, IL 62565

IF TO LESSEE: Paul D. White, Chief Executive Officer (Assigns or Successors)  
C.E.F.S. Economic Opportunity Corporation  
1805 S. Banker Street  
P.O. BOX 928  
Effingham, IL 62401

**SECTION 28**  
Right to Repossess

Upon failure of Lessee to return or deliver the vehicle(s) subject to the terms hereof as directed by Lessor, or if Lessee fails to use, repair, or maintain the vehicle(s) as required herein, Lessee shall permit Lessor, without demand, legal process, or a breach of the peace, to enter any premises where the vehicle is located or may be located to take possession of and remove the vehicle(s). Lessee shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding arising out of any such repossession by Lessor. Lessee shall reimburse Lessor for any and all costs including reasonable attorney's fees, incurred by Lessor in connection with actions taken by Lessor pursuant to this section.

**SECTION 29**  
Inspection of Vehicle(s)

Lessor shall have the right to inspect the respective vehicle(s) during reasonable business hours, or cause the vehicle(s) to be inspected any time, with or without prior notice to Lessee. Lessor shall also have the right to demand from time to time a written statement from Lessee setting forth the condition of the vehicle or any parts thereof. Lessee shall furnish such a statement to Lessor within ten (10) days after receipt of Lessor's demand therefore. Should Lessor or its designee determine, in its sole discretion that the vehicle(s) has not been maintained in accordance with this Agreement, Lessor or its designee shall report all deficiencies to Lessee in writing. Except for safety related deficiencies, which all be corrected as soon as reasonably possible and prior to placing the vehicle(s) in service, Lessee shall have thirty (30) days to correct the reported deficiencies.

**SECTION 30**  
Return of Vehicle(s)

Immediately following termination of this Agreement, whether by completion of the term or any reason, Lessee shall surrender and deliver to Lessor the vehicle(s) and related records, unless the right is waived at Lessor's sole discretion.

**SECTION 31**  
Succession

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties to this Agreement.

**SECTION 32**  
Amendment

This Agreement may not be amended or altered in any manner unless such amendment or alteration is in writing and signed on behalf of the parties.

**SECTION 33**  
Liability for Contents

Lessor shall not be liable for loss of or damage to any property left, stored, loaded, or transported in or upon the vehicle(s) furnished by Lessor to Lessee pursuant to this Agreement, whether or not due to the negligence of Lessor, its agents or employees.

Lessee shall hold Lessor, its agents and employees, harmless from and indemnify them from and against all claims based on or arising out of such loss or damage.

No right of Lessor under this section may be waived except by agreement in writing signed by an executive officer of Lessor.

**SECTION 34**  
**Attorneys Fees**

Except as provided for in Section 24, concerning default of Lessee, the prevailing party shall be entitled to reimbursement from the losing party for costs and expenses including reasonable attorneys fees incurred in enforcing the terms and provision of this Agreement and in the defending and proceeding to which Lessor or Lessee is made a party to any legal proceedings as a result of acts or omissions of the other party.


**SECTION 35**  
**Governing Law**


This Agreement shall be governed by the laws of the State of Illinois and constitutes the entire Agreement between Lessor and Lessee.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first-above written.

**LESSOR:**

**Shelby County**

By:   
Bruce Cannon  
Its: Shelby County Chairman

ATTEST:   
Its: Shelby County Clerk

**LESSEE:**

**C.E.F.S. Economic Opportunity Corporation**

By: \_\_\_\_\_  
Paul D. White  
Its: Chief Executive Officer

ATTEST: \_\_\_\_\_  
Its: \_\_\_\_\_



**PURCHASE OF SERVICE AGREEMENT**

FOR THE RURAL PUBLIC TRANSPORTATION

UNDER THE

SECTION 5311 NON-METRO OPERATING ASSISTANCE AND DOWNSTATE OPERATING  
ASSISTANCE PROGRAM (DOAP)

BETWEEN

**SHELBY COUNTY**

AND

**C.E.F.S. / CENTRAL ILLINOIS PUBLIC TRANSIT**

CONTRACT NUMBER: Shelby 2015

**STATE FISCAL YEAR 2015**

**July 1, 2014 to June 30, 2015**

## **PURCHASE OF SERVICE AGREEMENT**

This Agreement is made by and between SHELBY COUNTY, (hereinafter referred to as "Grantee") and C.E.F.S./CENTRAL ILLINOIS PUBLIC TRANSIT (hereinafter referred to as the "Provider" which term shall include its successors and/or assigns.

WHEREAS, the Grantee proposes to provide rural public transportation services to the non-urbanized area of Shelby County, Illinois (herein referred to as the "Project");

WHEREAS, the Grantee has applied under the provisions of a combined application for Section 5311 Non-Metro Operating Assistance of the Federal Transit Act, as amended and for Downstate Operating Assistance Program (DOAP), under the provisions of the Illinois Downstate Public Transportation Act, as amended, to the Illinois Department of Transportation/Division of Public and Intermodal Transportation (hereinafter "IDOT") for operating and administrative assistance for this Project;

WHEREAS, the Grantee's application has been approved and/or pending approval by IDOT/DPIT;

WHEREAS, the Provider has been selected by the Grantee to be the Shelby County Public Transit Administrator to include scheduling and dispatch and to be the Transit Operator to provide public transportation services in the designated service area; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Agreement is made to provide for the provision of service, to set forth the terms and conditions upon which the financial assistance will be made available, and to set forth the Agreement of the Parties as to the manner to which the Project will be undertaken, completed and used.

### **ITEM 1 - DEFINITIONS**

As used in the Agreement:

1. "Grantee" means the County of Shelby, Illinois.
2. "IDOT/DPIT" means the State of Illinois Department of Transportation, Division of Public and Intermodal Transportation.
3. "FTA" means the Federal Transit Administration of the United States' Department of Transportation.
4. "Government" means the government of the United States of America.
5. "Provider" means Administrator and Transit Operator to be a provider of transit service participating in the Section 5311 program and supplying public transportation services for the Project under the contract to the Grantee.
6. "Project Costs" means the sum of *eligible* costs incurred by the Provider and/or its Operator(s) in performing the Project.
7. "USDOT" means the United States' Department of Transportation.

## ITEM 2 - PROJECT SCOPE

The Provider agrees to provide the public transportation services described in the Grantee's final approved Application and Service Plan on file at the IDOT/DPIT and Grantee offices. Provider's Service Plan will be incorporated into this Agreement as Exhibit A and made a part hereof. Provider shall not reduce, terminate, or substantially change such public transportation without the prior written approval of IDOT/DPIT or the Grantee.

## ITEM 3 - AMOUNT OF CONTRACT

In as much as the Provider has satisfied all conditions precedent to the award of a grant under the State of Illinois, Department of Transportation, Division of Public and Intermodal Transportation, Non-Metro Public Transportation Project, the Grantee, as the designated grant recipient will by the authority of the Illinois Department of Transportation/Division of Public and Intermodal Transportation make funds available to the Provider in accordance with the attached budget as Exhibit B, entitled "Approved Project Budget". These Project funds are for the purpose of undertaking activated in accordance with the requirements of the Illinois Department of Transportation administered by the Division of Public and Intermodal Transportation, Non-Metro Transportation funding prerequisite and to prepare all necessary information for the Non-Metro Public Transportation Project.

Under the Section 5311 program administered by IDOT/DPIT, the Grantee may make payments for up to 50% of the Provider's eligible operating deficit and up to 80% of the eligible administrative expenses incurred by the Provider during the fiscal year in the provision of the public transportation services approved by the Grantee. In addition, under the Downstate Public Transportation Operating Assistance, the Grantee may make payments for up to 65% of eligible operating costs. In no event shall the Provider's payment under this Agreement exceed the total federal funding and state funding available for the Project costs.

Total FY 2015 Federal 5311 Non-Metro Operating Assistance funding for the Project costs will be three - hundred eighty-three thousand six-hundred ninety-seven AND 00/100 (\$383,697) DOLLARS. In addition, FY2015 total State Downstate Operating Assistance funding is estimated to be seven-hundred forty thousand six-hundred sixty-six AND 00/100 (\$740,666) DOLLARS. In addition, it is estimated there will be fifty-six thousand AND 00/100 (\$56,000) DOLLARS of unspent FY 2014 JARC funding to be used in FY 2015. The Provider is herein authorized to incur eligible costs against these funds from the beginning of July 1, 2014 through the ending date of June 30, 2015.

The Provider agrees that it will assist efforts to provide, from sources other than funds provided under Section 5311 of the Federal Transit Act, as amended and the Downstate Public Transportation Act, as amended, sufficient funds to meet the non-IDOT/DPIT portion of the operating deficit and administrative costs.

## ITEM 4 - DOCUMENTS FORMING THIS AGREEMENT

The parties agree that this constitutes the entire Agreement between the parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in the Agreement and that all prior agreements and understandings in the connection are merged into and contained in this Agreement.

The Parties hereto further agree that this Agreement consists of this part entitled "Purchase of Service Agreement for Rural General Public Transportation", together with Exhibit A, entitled "Provider's Application/Service Plan", Exhibit B, entitled "Approved Project Budget", Exhibit C, entitled "State of Illinois Drug Free Workplace Certification", Exhibit D, entitled "Terms, Assurances, Certifications and Conditions Governing the Service Provider Contract", and Exhibit E, entitled "Vehicle Lease Agreement", all of which are by this reference specifically incorporated herein.

## ITEM 5 - ILLINOIS GRANT FUNDS RECOVERY ACT

This grant is subject to the Illinois Grant Funds Recovery Act, as amended. This Agreement is valid until June 30, 2015 and grant funds are available to the Provider and may be expended by the Provider until said date unless the Grantee, at its discretion, grants an extension of time. Any funds which are not expended or legally obligated by the Provider at the end of the Agreement or by the expiration of the period of time funds are available to expenditure or obligation, whichever is earlier, shall be returned to the Grantee within forty-five (45) days. Project close-out shall be in accordance with ITEM 15 of this Agreement.

This ITEM is subject to further revision at the sole determination and discretion of the Grantee.

## ITEM 6 - ACCOMPLISHMENT OF THE PROJECT

### Grantee's Responsibilities:

The Grantee will be directly involved in the Project oversight and administration. The Grantee as the recipient of Section 5311 and DOAP funds will be directly involved in the Project public transportation programs for which Federal and State funds are distributed. Irrespective of the participation of other parties or third party contractors in the connection with the Project, the Grantee shall continue to have the primary responsibility to FTA and IDOT/DPIT for compliance with all applicable Federal and State requirements as may be set forth in statutes, regulations, executive orders and the master agreement between the IDOT/DPIT and FTA, and the Agreement for this Project.

To ensure the Grantee meets this requirement, the Grantee shall designate a Program Compliance Oversight Monitor (PCOM), who will be an employee of the Grantee, with no real or apparent conflict of interest, and be approved by IDOT/DPIT. All direct Grantee PCOM related expenses must be commensurate with the level of public transportation service being provided by the Grantee in order to be considered eligible administrative costs. The Grantee's PCOM shall be responsible for the following:

1. *General Program Knowledge* – The Grantee's PCOM shall possess proficiency in areas including but not limited to:
  - a. Relevant federal and state transportation grant program(s) purpose and funding; and
  - b. State and federal public transportation capital and operating grant requirements.
2. *Service Coordination and Management Plan* – The Grantee's PCOM shall develop and update, as needed a Service Coordination and Management Plan (SCMP) that is approved in writing by IDOT/DPIT. In the SCMP, the Grantee shall provide the following:
  - a. A list of all the public and specialized transportation providers, Human Service Transportation Plan (HSTP) coordinators, and stakeholders within the Grantee's service region or territorial boundaries;
  - b. The methodology by which the Grantee shall ensure that public transportation service planning, design, and operation is open, transparent, and coordinated to the maximum extent possible;
  - c. For multiple-county systems, the methodology by which the grantee shall ensure that the level of service provided (number of vehicles, days, hours, and miles) by the Grantee and/or its operator(s), if any, for each county, with the Grantee's service region or territorial boundaries is commensurate with the amount of state and federal funding allocated to each county.
  - d. An explanation of the Grantee's and its operator's, if any, public transportation compliant procedures; and
  - e. Any additional information requested by IDOT/DPIT.
3. *Monitoring* – The Grantee's PCOM shall monitor and analyze the following:
  - a. The level of and performance of public transportation service being provided by the Grantee and/or its operator(s), if any, with the Grantee's service region or territorial boundaries. The Grantee's PCOM shall monitor the following measures: hours of service, days of service, number of vehicles, revenue vehicle hours, revenue vehicle

miles, system expenses and revenues, ridership, trip denials, revenue hours, miles per vehicle, and cost per trip/mile/hour;

- b. The utilization, condition, and maintenance, of Project facilities, if applicable;
  - c. The driver and staff training activities of the Grantee and/or its operator(s), if any;
  - d. All service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party with the Grantee's service region or territorial boundaries. For the service contracts, the Grantee's PCOM shall monitor the revenues received and the number of trips provided. The Grantee's PCOM shall ensure all service contract revenue collected by the Grantee and/or its operator(s) is properly accounted for, and reimbursements are reconciled with the Public Transportation Account at the end of the state fiscal year, ending on June 30.
  - e. Compliance with the requirements of this Agreement;
  - f. The ability for all customers to obtain pertinent public transportation information and schedule service with the Grantee and/or its operator(s), if any; and
  - g. Any additional items requested by IDOT/DPIT.
4. *Complaint Procedures* – The Grantee's PCOM shall document, investigate (if necessary), and resolve to the extent practicable all complaints regarding the public transportation provided by the Grantee and/or its operator(s), if any;
  5. *Program Reviews* – The Grantee's PCOM shall assist in all of the IDOT/DPIT's program reviews and audits of the Grantee and its operator(s), if any, and will attend all meetings between the Grantee and the IDOT/DPIT.
  6. *Training* – The Grantee's PCOM shall attend, at a minimum, any relevant local and regional public and specialized service coordination meetings, such as the Rural Transit Assistance Center's (RTAC) Primer or HSTP meetings; the RTAC's spring conference; and any training sessions identified by the IDOT/DPIT.
  7. *Public Transportation Account* – On forms provided by the IDOT/DPIT, the Grantee's PCOM shall monitor the Public Transportation Account, (PTA) which is defined in Item 11, by identifying and tracking deposits and withdrawals into and out of the Public Transportation Account, the interest earned, and the balance of funds in the account.
  8. *Reporting* – The Grantee's PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee's governing body and if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee, and ii) annually, a written report to the IDOT/DPIT that is submitted with the Grantee's 4<sup>th</sup> quarter actual requisition. The Grantee shall provide the IDOT/DPIT copies of the quarterly report at the request of the IDOT/DPIT. The reports shall contain the following information:
    - a. A summary of all public transportation service coordination meetings, initiatives, and activities undertaken by the Grantee and the Grantee's operator(s), if any;
    - b. A summary and analysis of the activities monitored pursuant to this item, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's service area or territorial boundaries, and a summary of the Grantee's efforts to obtain additional service contracts;
    - c. A summary and analysis of public transportation complaints and if applicable, the satisfaction of any entity receiving service from the Grantee or its operator(s) pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;
    - d. For the annual report to the IDOT/DPIT, an accounting of all PTA transactions during the fiscal year and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and
    - e. Any additional information requested by the IDOT/DPIT.

## Provider's Responsibilities:

*General Requirements* - The Provider shall commence, carry on, and complete the Project with all practicable dispatch, in a sound economical, and efficient manner, and in accordance with the provisions hereof, of the Provider' Application and Service Plan, all applicable Federal and State laws, Grantee guidelines and IDOT/DPIT rules and regulations.

*Pursuant to Federal, State, and Local Law* - In performance of its obligations pursuant to this Agreement, the Provider and its contractors shall comply with all applicable provisions of Federal, State and local law. 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 of more restrictive local standards to the performance of the Project.

The Provider agrees that the most recent of such Federal and State requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed either by IDOT/DPIT or FTA, the language of which either 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 and may apply to this Agreement. To achieve compliance with changing Federal and State requirements, the Provider agrees to include in all third party contracts financed with Government (FTA and/or IDOT/DPIT) assistance, specific notice that Federal and State requirements may change and the changed requirements or amendments will apply to the Project as required.

*Project Funds* - The Provider shall initiate and prosecute to completion all proceedings necessary to enable the Provider to provide its share of Project costs at or prior to the time that such funds are needed to meet Project costs.

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

*No Government Obligations to Third Parties* - The Grantee shall not be subject to any obligations or liabilities by contractors of the Provider or their subcontractors or any other person not a party to this contract in connection with the performance of this Project pursuant to the provisions of this Agreement without its specific written consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or solicitation thereof.

## ITEM 7 - CONTINUANCE OF SERVICE

The Provider agrees to use its best efforts to continue to provide, either directly or by contract, as the case may be, the service described in the Provider's final approved Service Plan. All contracts, except the Public Aid contract which is attached hereto and made a part hereof which has already been entered into by the Provider, must be reported to the Grantee and IDOT/DPIT. No reductions or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions. At least thirty (30) days prior to (a) any reduction or termination of such service or (b) the filing of a request for such reduction or termination with the appropriate regulatory agency, whichever comes first, the Provider shall give written notice of the proposed action to the Grantee and all units of local government within the Provider's service area.

## ITEM 8 - USE OF FACILITIES

The Provider agrees that the Project facilities will be used for the provision of transportation service within the Grantee's service area substantially as described in the Provider's final approved Service Plan. Such facilities shall be used in the provision of said service during the effective period of this Agreement in accordance with Generally Accepted Accounting Principles (GAAP), IDOT/DPIT, FTA, and Grantee

guidelines. If, during such period, such facilities are not used for transportation service at the initiative of the Provider, the Provider shall immediately notify the Grantee.

The Provider shall keep satisfactory records with regard to the use of the facilities and submit to the Grantee upon request such information as is required in order to assure compliance with this Section and shall immediately notify the Grantee in all cases where Project facilities are used in a manner substantially different from that described in the final approved Service Plan. The Provider shall maintain in amount and form satisfactory to the Grantee such insurance or self-insurance as will be adequate to Project facilities through the period of required use. The Provider shall also submit at the request of the Grantee, upon the forms provided by IDOT/DPIT, a certification that the Project facilities are being used in accordance with the terms of this ITEM.

1. Encumbrance of Private Property. Unless expressly authorized in writing by IDOT, the Provider agrees to refrain from:
  - a. 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 Grantee interest in any Project real property or equipment; or
  - b. Obligate itself in any manner to any third party with respect to Project real property or equipment.
2. The Provider agrees to refrain from taking any action or acting in a manner that would adversely affect the Grantee interest or impair the Provider's continuing control over the use of the Project real property or equipment.

#### ITEM 9 - ETHICS

1. The Provider 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 Provider 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;

Any member of his or her immediate family;

His or her partner; or

Any organization that employs, or is about to employ, any of the above.

The conflict of interest requirement for former employees, officers, board members and agents shall apply for one (1) year.

The code shall also provide that the Provider'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.

*Interest of Members of or Delegated 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 derive any benefit therefrom.

*Bonus or Commission.* The Provider acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to Grantee in connection with this Project, the Grantee reserves the right to impose on the Provider the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Sections 3801, et

seq., and 49 U.S.C. app. Section 1607 a (h), as IDOT or the Grantee deems appropriate. The terms of the U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to this Project.

#### ITEM 10 - THE PROJECT BUDGET

Project Budget shall be prepared by the Provider and approved by the Grantee and IDOT/DPIT. The Project Budget shall be maintained by the Provider and shall provide the Grantee with a copy. The Provider shall carry out the Project and shall incur obligations against and make disbursements from project funds only in conformity with the latest approved Project Budget listed as Exhibit B, and entitled "Approved Project Budget". The Project Budget may be revised from time to time, but no Budget or revision thereof shall be effective unless and until the Grantee and IDOT/DPIT shall have approved the same.

#### ITEM 11 - ACCOUNTING, RECORDS, AND ACCESS

##### Grantee Responsibilities:

*Financial Control Requirements:* The Grantee financial management system will be structured to provide accurate, current, and complete disclosure of the financial results of the program. The Grantee is ultimately accountable for all funds received under this Agreement. The Grantee will maintain effective control and accountability over all funds, as required by the IDOT/DPIT, and agrees to maintain a minimum amount of cash on hand necessary to effectively operate the program.

*Public Transportation Account* - The Grantee shall establish and maintain a separate account(s) for the Project (hereinafter referred to as a Public Transportation Account or PTA) in conformity with requirements established by the IDOT/DPIT. The account(s) shall be in federally insured bank or trust company.

*Funds Received or Made Available for the Project* - The Grantee shall only deposit the following in the PTA: all Grant payments received by it from the IDOT/DPIT pursuant to this Agreement, and all other funds provided for or otherwise received on account of the Project and Project Facilities (hereinafter referred to as Project Funds). Examples of such type of funds include, but are not limited to, local contribution, revenue from service contracts, etc. All deposits and withdrawals made from the PTA shall be documented on forms provided by the IDOT/DPIT.

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.

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 IDOT/DPIT in the annual PTA report. Such interest shall be applied to the Project Cost as directed by the IDOT/DPIT.

Project Funds may only be used for the following expenses:

1. Eligible costs; and
2. Operating or capital expenditures directly related to the Project, pursuant to IDOT/DPIT procedures.

##### Provider's Responsibilities:

The Provider's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this Agreement. The Provider is accountable for all Project Funds received under this Agreement, including those expended for subgrantees. The Provider shall maintain effective control and accountability overall Project Funds,



equipment, property, and other assets under the Agreement as required by the IDOT/DPIT. The Provider shall keep records sufficient to permit the tracing of Project Funds to a level of expenditure adequate to insure that the Project Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices.

1. Project Accounts - The Provider shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the Project in conformity with requirements established by the Grantee.
2. *Funds Received or Made Available for the Project* - Provider shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, or the Federal Savings and Loan Insurance Corporation, all Contract payments received by it from the Grantee pursuant to this Contract and all other funds provided for, accruing to, or otherwise received on account of the Project, which Grantee payments and other funds are herein collectively referred to as "Project Funds."

The Provider shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of the Project Funds by the Grantee, 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 Provider shall ensure that the Project Funds are expended in accordance with the following principles: 1) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations, 2) grant expenditures should conform to the terms and conditions of this Agreement, 3) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the cost, and 4) accounting should be consistent with generally accepted accounting principles.

The Provider agrees to complete and submit financial reports to the Grantee quarterly by the thirtieth (30th) day of the month following the reported quarter, and at such other times as the Grantee may prescribe, the amounts recorded in the Project Account.

3. *Eligible Costs* - Expenditures made by the Provider shall be reimbursable as eligible costs to the extent they meet all of the requirements set forth below. They must:
  - (a) be made in conformance with the final approved Service Plan and the approved Project Budget and all other provisions of this contract;
  - (b) be necessary in order to accomplish the Project;
  - (c) be reasonable in amount for the goods and services purchased;
  - (d) be actual net costs to the provider (i.e., the price paid minus any refunds, rebates, or other items of value received by the Provider that have the effect of reducing the cost actually incurred) except as otherwise authorized by the Grantor in writing.
  - (e) be incurred (and be for work performed) after the date of this Agreement, unless *specific* authorization from the Grantee to the contrary is received;
  - (f) be in conformance with the standards for allowability of costs established by the Grantee, IDOT/DPIT, and FTA, unless *specific* authorization to the contrary is received from the Grantee, IDOT/DPIT, and/or the FTA;
  - (g) be satisfactorily documented; and

- (h) be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Grantee.

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 IDOT/DPIT.

4. *Documentation of Project Costs* - All costs charged to the Project, including any approved services contributed by the Provider or others, shall be supported by properly executed payrolls, time records, invoices, allocation plans, contracts and/or vouchers evidencing in detail the nature and property of the charges.
5. *Checks, Orders and Vouchers* - Any check or order drawn by the Provider 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 Provider stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, allocation plans 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 such documents.
6. *Audit and Inspection Records* -

**Grantee's Responsibilities:**

**Audit Requirements:** An annual financial and compliance audit will be procured by the Grantee as required by the Illinois Department of Transportation, except in the case where an organization-wide audit is conducted. An organization-wide audit (or A-110 or A-128 audit if applicable) may be used by the Grantee to satisfy the audit requirements under this Agreement, where the Provider activities are included in such audits.

All audits of appropriate records must be performed by a certified public accountant of a licensed firm. The audit must be conducted in accordance with the Comptroller General's Standards for Audits of Governmental Organization, Programs, Activities, or Functions, and the General Accounting Office's Guidelines for Financial and Compliance Audits of Federally Assisted Programs.

IDOT reserves the right to conduct special audits, at any time during normal working hours, of funds expended under this Agreement.

The independent audit reports that are submitted to Illinois Department of Transportation, Division of Public and Intermodal Transportation should include the following information:

1. The Grantee's name;
2. The Grantee's fiscal year;
3. The type of Section 5311 program and Downstate Operating funds received (Operating or Capital Assistance);
4. The amount of funds received by type;
5. A statement that the audit was made in accordance with OMB Circular A-128;
6. The auditor's report on the financial statements and on the schedule(s) of federal assistance;
7. The financial statement and schedule(s) of Federal assistance, showing the total expenditures for the federal Section 5311 program including the Downstate Operating Assistance funds;
8. The auditor's report on the study and evaluation of internal control systems which must identify the Grantee's significant internal accounting controls, and those controls designed to provide reasonable assurance that Federal Section 5311 program including

Downstate Operating Assistance funds is being managed in compliance with laws and regulations. The report must also identify the control were evaluated, the controls that were not evaluated and the material weakness identified as a result of the evaluation;

9. The auditor's report on compliance containing;
- a) A statement of positive assurance with respect to those tested for compliance, including compliance with laws and regulations pertaining to financial reports and claims for advances and reimbursements;
  - b) A statement of negative assurance on those items not tested;
  - c) An identification of total amounts questioned, if any, for each financial assistance award, as result of non-compliance.

#### Provider's Responsibilities:

The Provider (and its subcontractors, if any) certify that it shall remain, for a minimum of seven (7) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of 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 Grantee, IDOT/DPIT and its agents, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Provider 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, records and supporting documents required by this section shall establish a presumption in favor of the State and against the Provider for the recovery of any funds paid by the State under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

*General Audit and Inspection* - The Provider shall permit, and shall require its contractors to permit, the Grantee or any other State or Federal agency authorized to perform such audit or inspection, to inspect all work, materials, payrolls, and other data and records, with regard to the Project. The Provider shall furnish at closeout, or any time prior to close-out as may be requested by the Grantee, audit reports prepared according to generally accepted accounting principles. The Provider agrees to comply promptly with recommendations contained in the Grantee's final audit report. The Grantee shall have final selection and/or approval of an independent auditor for these purposes.

#### ITEM 12 – REQUISITIONS, PAYMENTS AND COMPENSATION OF THE PROVIDER

##### Grantee's Responsibilities:

1. Compensation of the Provider: Payments pursuant to this Agreement are subject to the availability of Federal Transit Administration funds, State of Illinois Department of Transportation/Division Public and Intermodal Transportation funds and State of Illinois appropriations and authorized expenditures under federal and state law.

For carrying out the program objectives as described in the grant application and this Agreement for this Project, the total compensation and reimbursement payable by the Grantee to the Provider shall not exceed the amounts as outlined in the attached budget under Exhibit B, entitled "Approved Project Budget".

All payment requests by the Provider will be reviewed by the Grantee to insure such requests are in accordance with the approved budget. The Provider agrees to submit payment requests that are:

- a) Only for costs necessary to complete Project program objectives;

- b) Eligible for payment under the State of Illinois cost principles for under 56 Illinois Administrative Code 2630; and
- c) In conformance with the State of Illinois administrative requirements for under 56 Illinois Administrative Code 2610.

2. Method of Compensation: Payments to the Provider are subject to the initiation of a requisition form.

The Service Provider will maintain appropriate financial records of actual costs incurred and will submit this information to the Grantee as requested.

The Provider cannot be reimbursed for costs incurred in excess of total federal dollars in the approved budget, but may be reimbursed through Downstate Operating Assistance Program funds. However, the Provider may be reimbursed for costs exceeding amounts budgeted by a specific line item. Any over expenditure of an amount budgeted for a line item requires a commensurate under expenditure of another line item.

If the Provider expends funds contrary to the provisions of this Agreement or the approved program budget, the Grantee may require the repayment of those funds if the expenditure violated the Provider assurances or the statutory provision of this Agreement. Other expenditures that do not confirm to the scope of work may be improper only because the Provider has failed to obtain approval of a revised work program. In such cases, the Grantee may withhold funds until the revision is approved by IDOT.

An overpayment of grant funds (un-liquidated balance) shall promptly be refunded to the Grantee accompanied by either a final expenditure report or the audit report. In addition, the Provider agrees to repay the Grantee for any funds that are determined by the Grantee, through monitoring activities or audit reports, to have been spent improperly.

Provider's Responsibilities:

1. *Requests for Payment by the Provider.* The Provider may make requests for payment of eligible costs, and the Grantee shall honor such requests in the manner set forth in this ITEM. In order to receive payments, the Provider must:
  - (a) completely execute and submit to the Grantee requisition forms supplied by IDOT to the Grantee in accordance with the instructions contained therein;
  - (b) submit to the Grantee an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period (not more than thirty (30) days after the date of submission); and vouchers, invoices or documentation to substantiate these costs;
  - (c) where local funds are required, demonstrate or certify that it has supplied local funds adequate, when combined with the State payments, to cover all costs to be incurred to the end of the requisition period; and
  - (d) have submitted all financial and progress reports currently required by the Grantee or IDOT/DPIT.
2. *Payment by the Grantee* - Upon receipt of the requisition form and the accompanying information in satisfactory form, the Grantee shall process the requisition. If the Provider is complying with its obligations pursuant to the contract, has satisfied the Grantee of its need for the funds requested during the requisition period, and is making adequate progress toward timely completion of the project; and if all of these circumstances are found to exist, the Grantee shall reimburse apparent allowable costs incurred (or to be incurred during the requisition period) by the Provider up to the maximum amount payable. However, reimbursement of any cost pursuant to this ITEM shall not

constitute a final determination by the Grantee of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this contract committed by the Provider. The Grantee will make a final determination as to allowability only after a final audit of the project has been conducted.

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

If the Provider disagrees with the determination of the Grantee, it may make a written request to the Grantee, within ten (10) days of notice that the requested requisition has been deemed ineligible for reimbursement, to forward the requisition to IDOT/DPIT for its determination. If after review IDOT deems that the requisition is an eligible expense and so notifies the Grantee in writing of its decision within 14 days, the requisition shall be reimbursed by Grant funds.

3. *Disallowed Costs* - In determining the amount payable, the Grantee will exclude costs incurred by the Provider which are not provided for in the latest approved Project Budget for the Project; and 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 Grantee.

#### ITEM 13 - RIGHT OF GRANTEE/DEPARTMENT TO TERMINATE

Upon written notice to the Provider, the Grantee reserves the right to suspend or terminate all or part of the financial assistance herein provided for when the Provider is, or has been in violation of the terms of this Agreement or when the State determines that the purpose of the Acts would not be adequately served by the continuation of State financial assistance to the project. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the grant will not invalidate obligations properly incurred by the Provider and concurred in by the Grantee prior to the date of termination, to the extent that they are non-cancelable. The acceptance of a remittance of any or all Project payments previously received by the Provider or the closing out of State financial participation in the Project shall not constitute a waiver of any claim which the State may otherwise have arising out of this Agreement.

#### ITEM 14 - PROJECT AUDIT

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

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

Provider agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. Provider warrants that there is no provision of its charter, by-laws or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Provider any provision or clause of this Agreement. Provider warrants further 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, that Provider has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed hereunder and that Provider will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed hereunder.

## ITEM 16 - CONTRACT OF THE PROVIDER AND SUBCONTRACTS

Except as otherwise provided in the Grantee guidelines or as specifically approved by the Grantee, the Provider 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 of the Grantee and the IDOT/DPIT. The Provider may only subcontract services with the prior written approval of the Grantee and the IDOT/DPIT. Any subcontracts or third party contracts for service shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that the subcontractor are subject to all of the terms and conditions of this Agreement. For the Grantee to approve the use of any subcontract, the Grantee must employ an open, impartial, and reasonably competitive selection process. The Provider has made the Grantee aware of a pre-existing contract with the Illinois Department of Public Aid, a copy of which is attached hereto.

## ITEM 17 - COMPETITIVE BIDDING

Provider agrees to give full opportunity for free, open and competitive bidding for each contract to be let by the Provider calling for construction or furnishing of any materials, supplies, or equipment to be paid for with Project Funds and Provider shall give such publicity in its advertisements or calls for bids for each contract as will provide adequate competition.

The award of each such contract shall be made by Provider as soon as practical to the lowest responsible bidder except as otherwise provided in Grantee, IDOT/DPIT and FTA guidelines.

## ITEM 18 - THIRD PARTY CONTRACT CHANGES

No change or modification of the scope or cost shall be made to any contract and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as otherwise approved by the Grantee, and where required, until the approved Project Budget has been amended by the Grantee as may be necessary to provide for such change or modification.

## ITEM 19 - PRE-BID REVIEW

Except as otherwise provided in Grantee guidelines or as otherwise specifically approved by the Grantee, the Provider agrees that, prior to advertising for any bids for any work to be performed under ITEM 17 - COMPETITIVE BIDDING, the Provider shall submit one (1) copy of each of the proposed contract, plans, specifications, proposed advertisement for bids, and all related bidding documents, to the Grantee for approval. The bid invitation or advertisement shall include a statement that the contract to be let is subject to this contract between the Provider and the Grantee.

## ITEM 20 - ASSIGNMENT OF AGREEMENT

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

## ITEM 21 - INDEMNIFICATION AND INSURANCE

The Provider agrees to save harmless and indemnify the Grantee from any and all losses, expenses, damages (including loss of use), demands and claims and shall defend any suit or action, whether at law or inequity, brought against it based on any such alleged injury (including death) or damage and shall pay all damages judgments, costs, and expenses, including attorney's fees, in connection with said demands and claims resulting therefrom.

The Provider agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance with limits and upon terms satisfactory to the Grantee as will protect the Provider from any other claims for damages to property or for bodily injury including death, which may arise from or in connection with the operations hereunder by the Provider, or by anyone directly or indirectly employed by or associated with it, and the Provider shall furnish the Grantee with certificate(s) evidencing all such required insurance.

#### ITEM 22 - NON-WAIVER

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

#### ITEM 23 - NON-COLLUSION

The Provider warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application for any grant pursuant to this Agreement. No State officer or employee, or member of the State General Assembly or of any unity of local government which contributes to the Project Funds shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

#### ITEM 24 - INDEPENDENCE OF GRANTEE

In no event shall the Provider or any of its employees, agents, contractors or subcontractors be considered agents or employees of either the Grantee or the State. Furthermore, the Provider 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 Grantee or the State, and will not by reason of any relationship with the Agreement make any claim, demand, or application to or for any right or privilege applicable to an agent, officer, employee of the Grantee or State including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

#### ITEM 25 - LABOR LAW COMPLIANCE

The Provider agrees to comply with the Labor Law Compliance provisions of the Federal Capital Grant Contract 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, and health and safety of employees.

The Provider also agrees to require any contractor doing construction work or performing professional or consulting service in connection with the project to agree to such compliance.

#### ITEM 26 - EQUAL OPPORTUNITY AND FAIR EMPLOYMENT PRACTICES

In addition to compliance with the Federal Equal Employment Opportunity provisions outlined in 49 CFR 23 and 49 CFR 21 and the applicable federal disability requirements, the Provider shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Human Rights Commission. It is understood that the term "Contractor" as used in this clause shall also mean "Provider".

"EQUAL EMPLOYMENT OPPORTUNITY CLAUSE" required by the Illinois Human Rights Commission's Rules and Regulations as a material term of all public contracts (Section 6.1):

In the event of the Contractor's non-compliance with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the Grantee, 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 contract, the Provider agrees as follows:

That it will not discriminate against any employee or applicant for employment because of races, 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 under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

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.

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.

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 contractor'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 contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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.

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.

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

As of July 1, 1993, the Provider shall have written sexual harassment policies that shall include, at a minimum, the following information:

The illegality of sexual harassment

The definition of sexual harassment;



A description of sexual harassment, utilizing examples;

The Provider's internal complaint process including penalties;

The legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission;

Directions on how to contact the Department and Commission; and

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.

With respect to the two (2) types of subcontracts referred under paragraph 7 of the Equal Employment Opportunity clause above, following is an excerpt of Section 1.1 of the Illinois Human Rights Commission's rules and regulations for Public Contracts:

Section 1.1 (17): the term "Subcontract" means any agreement, arrangement or understanding, written or otherwise between a contractor and any person (in which the parties do not stand in the relationship of any employer and an employee):

For the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or,

Under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken, or assumed.

#### ITEM 27 - PAYMENT WITHHOLDING, DELAY, TERMINATION AND RECALL

Upon the occurrence of any condition or conditions listed in this ITEM, the parties agree that the Grantee, by written notice to the Provider, may in 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 Provider agrees that upon receipt of such notice of recall the Provider shall immediately return such Agreement payment or payments, or any portion thereof, which the Provider has received pursuant hereto.

The forgoing remedies shall become available to the Grantee if:

There is any misrepresentation of a material nature in the Provider's Application, or amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of the Provider required by the Grantee in connection with the Agreement;

There is pending litigation which, in the opinion of the Grantee, may jeopardize the Grant of this Agreement;

There has been, in connection with the Contract, any violation of State or Federal regulations, ordinances or statutes applicable to the Provider, its officers or employees which, in the opinion of the Grantee, affects this Agreement;

Any contributions provided by the State pursuant to the Agreement are used for an ineligible purpose;

The Provider is unable to substantiate the proper use of Project funds, facilities, and equipment provided pursuant to the Agreement; or

The Provider shall be in default with any of the provisions of this Agreement.

#### ITEM 28 - SERVERABILITY

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 29 - PATENT RIGHTS

Any patentable results arising out of this Agreement, as well as all information, design, specifications, know-how data, and findings shall be made available to the United States of America and to the State for public use, unless the Parties shall determine, in a specific case where it is legally permissible, that it is in the public interest that it not be so made available.

#### ITEM 30 - AMENDMENT

This Agreement may be amended at any time by written amendment. The parties agree that no change or modification 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 part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any Amendment to this Agreement or any attachments hereto unless and until such Amendment has been executed and made a part of this Agreement and the Approved Project Budget has been amended to confirm thereto.

#### ITEM 31 - 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 32 - SCHOOL BUS OPERATIONS

Provider agrees not to engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards, provided that this requirement shall not apply to a grantee which operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system (see Section 49.19(13), Civil Admin. Code of Illinois).

#### ITEM 33 - NON-CONSTRUCTION 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 Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act)", "29 CFR Part 5, the following provisions shall be incorporated in all non-construction contracts of \$2,500 let by the Provider for the Project:

1. *Non-Construction Contracts* - The requirements of the clauses contained in 29 CFR Sec. 5.5(b) are applicable to any contract subject to the Overtime Provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Section 5.1. The Provider's contractor or subcontractor shall maintain basic payroll records during the course of the work and shall preserve them for a period of three (3) 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, deductions 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 IDOT/DPIT, FTA, U.S. DOT, or the Department of

Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

The provisions of the Fair Labor Standards Act, as amended, apply to State and local government employees participating in the FTA assisted project with the Provider.

#### ITEM 34 - SUBSTANCE ABUSE

The Provider agrees to comply with the Illinois (30 ILCS 580/1et seq.) and U.S. DOT Drug Free Workplace Acts, and U.S. DOT regulations, "Drug Free Workplace Requirements (Grants)", 49 C.F.R. Part 29, Sub-Part F, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and has signed the Drug Free Workplace Certification attached to this Agreement as Exhibit C.

#### ITEM 35 - PREFERENCE FOR RECYCLED PRODUCTS

The Provider agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various Environmental Protection Agency (EPA) guidelines contained to 40 C.F.R Parts 247-254.

#### ITEM 36 - DEBARMENT AND SUSPENSION

The Provider agrees to obtain certifications on debarment and suspension from its third party contractors and sub-recipients and otherwise comply with governmental regulations. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any Federal or State department or agency.

#### ITEM 37 - ENVIRONMENTAL, RESOURCE CONSERVATIONS, AND ENERGY REQUIREMENTS

The Provider recognizes that many Federal and State statutes imposing environmental, resource conservation and energy requirements may apply to the Project. Accordingly, the Provider agrees to adhere to, and impose on its sub-recipients, any such Federal and State requirements, as the government may now or in the future promulgate. The Provider expressly understands that this list does not constitute the Provider's entire obligation to meet Federal requirements.

*Environmental Protection* - To the extent applicable, the Provider agrees to comply with the requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 et seq.; Section 1610; the Council on Environmental Quality regulations, 40 C.F.R. Part 1500 et seq.; and the joining FHWA/FTA regulations, "Environmental Impact and Related Procedures", at 23 C.F.R Part 771.

*Air Quality* - The Provider agrees to comply with applicable requirements of Environmental Protection Agency (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 GFR Part 51, Sub-Part T; and Determining Conformity of Federal Actions to State and Federal Implementation Plans; 40 GFR Part 93. To support the requisite air quality conformity finding for the project, the Provider agrees to implement each air quality mitigation and control measure incorporated in the project. The Provider agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design and scope of the project set forth in the SIP.

EPA also imposes requirements pertaining to the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit fleet buses, thus, the Provider should be aware that the following EPA regulations, among others, may apply to its project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR Part 85; "Control of Air Pollution from New and In-Use

Motor Vehicles and New and In-Use Motor Vehicles Engines: Certification and Test Procedures," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

*Use of Public Lands* - No 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 historical site of national, State, or local significance may be used for the project unless specific findings required by 49 U.S.C Section 303 are made by the U.S. DOT.

*Historic Preservation* - The Provider agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C Section 470 (f).

*Mitigation of Adverse Environmental Effects* - Should the proposed project cause adverse environmental effects, the Provider agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C app. Section 1610, all other applicable statutes and procedures set forth in 23 C.F.R Part 771 and 49 C.F.R Part 622.

#### ITEM 38- CHARTER SERVICE OPERATIONS

The provider may not engage in charter service operations except as provided under Section 3(f) of the Federal Transit Act, as amended, 49 U.S.C. app Section 1602(f), and FTA regulations "Charter Service," 49 C.F.R. Part 604. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

#### ITEM 39 - PRIVACY

Should the Provider, or any of its subcontractors, or their employees, administer any system of records on behalf of the Federal Government, the privacy Act of 1974 (The Act), 5 U.S.C., Section 552a, imposes information restrictions on the party managing the system of records.

#### ITEM 40 - MATCHING FUNDS

It is expressly agreed by the Provider that it will assist in fund-raising efforts to raise matching funds required of the Grantee in the Grantee's "Non-Urbanized Area Transportation Project Agreement for Operating Assistance." entered into with the State of Illinois.

#### ITEM 41 - FUNDING DELAY

It is expressly agreed between the parties that if any delay occurs in providing Federal or State funding to the Provider, there is absolutely no obligation on the part of the Grantee to fund the Provider's program hereunder. If the "Non Urbanized Area Transportation Project Agreement for Operating Assistance" entered into by and between the Grantees and the State of Illinois is terminated, then this Agreement is immediately null and void. Further, if there is any delay in funding from the aforesaid Agreement, the Grantee may suspend services contemplated hereunder.

#### ITEM 42 - MARKETING PLAN

The Provider shall provide a written, annual marketing plan to the Grantee for approval. The Provider shall be responsible for implementation of the approved marketing plan and the Grantee may assist in the marketing efforts.

#### ITEM 43 – REPORTING, MONITORING AND PROGRAM REVIEWS

Grantee's Responsibilities:

*Reporting* – The Grantee's PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee's governing body and if applicable, the governing body of any entity being

provided service pursuant to an intergovernmental agreement or service contract with the Grantee, and ii) annually, a written report to the IDOT/DPIT that is submitted with the Grantee's 4<sup>th</sup> quarter actual requisition. The Grantee shall provide the IDOT/DPIT copies of the quarterly report at the request of the IDOT/DPIT. The reports shall contain the following information:

- a. A summary of all public transportation service coordination meetings, initiatives, and activities undertaken by the Grantee and the Grantee's operator(s), if any;
- b. A summary and analysis of the activities monitored pursuant to this item, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's service area or territorial boundaries, and a summary of the Grantee's efforts to obtain additional service contracts;
- c. A summary and analysis of public transportation complaints and if applicable, the satisfaction of any entity receiving service from the Grantee or its operator(s) pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;
- d. For the annual report to the IDOT/DPIT, an accounting of all PTA transactions during the fiscal year and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and
- e. Any additional information requested by the IDOT/DPIT.

*Monitoring* – The Grantee's PCOM shall monitor and analyze the following:

- a. The level of and performance of public transportation service being provided by the Grantee and/or its operator(s), if any, with the Grantee's service region or territorial boundaries. The Grantee's PCOM shall monitor the following measures: hours of service, days of service, number of vehicles, revenue vehicle hours, revenue vehicle miles, system expenses and revenues, ridership, trip denials, revenue hours, miles per vehicle, and cost per trip/mile/hour;
- b. The utilization, condition, and maintenance, of Project facilities, if applicable;
- c. The driver and staff training activities of the Grantee and/or its operator(s), if any;
- d. All service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party with the Grantee's service region or territorial boundaries. For the service contracts, the Grantee's PCOM shall monitor the revenues received and the number of trips provided. The Grantee's PCOM shall ensure all service contract revenue collected by the Grantee and/or its operator(s) is properly accounted for, and reimbursements are reconciled with the Public Transportation Account at the end of the state fiscal year, ending on June 30.
- e. Compliance with the requirements of this Agreement;
- f. The ability for all customers to obtain pertinent public transportation information and schedule service with the Grantee and/or its operator(s), if any; and
- g. Any additional items requested by IDOT/DPIT.

*Program Reviews* – The Grantee's PCOM shall assist in all of the IDOT/DPIT's program reviews and audits of the Grantee and its operator(s), if any, and will attend all meetings between the Grantee and the IDOT/DPIT.

#### Provider's Responsibilities:

*Program Monitoring Reports* – The Provider will actively monitor the project for compliance in accordance with the terms and conditions of the Agreement, together with appropriate rules and regulations, and/or guidelines that the Grantee or IDOT/DPIT may promulgate or implement. The Grantee must permit any agent authorized by the IDOT/DPIT, upon presentation of credentials, in accordance by all methods

available by law, including full access to and to the right to examine any document, papers, and records either in hard copy or electronic, of the Grantee or Subgrantee involving transactions to this Agreement.

*Vehicle Reports* - At the onset of the Project, the Provider shall provide to the Grantee a report on the conditions of the vehicles to be used for the Project. The Provider shall keep maintenance logs for all of the vehicles, and maintain said reports for the life of each vehicle. The Provider shall make the logs available for inspection and review by the Grantee and/or IDOT/DPIT. The Provider shall make recommendations to the Grantee when the Provider deems that a vehicle should be replaced. The Provider may complete a capital grant application, if Grantee gives express permission for the Provider to do so, and all such grant applications must be approved by the Grantee prior to submission.

*Ridership Reports* - The Provider shall also provide monthly and quarterly ridership reports to the Grantee. Ridership reports shall include the number of one way passenger trips and other pertinent data.

*Allocation Plans and Reports* - The Provider shall maintain a time and cost allocation plans for goods, services, personnel which are not used or funded solely for or by Project funds. These plans shall be subject to audit and inspection pursuant to criteria enumerated in ITEM 14 herein.

#### ITEM 44 – COMPLAINT AND RESOLUTION PROCESS

##### Grantee's Responsibilities:

*Complaint Procedures* – The Grantee's PCOM shall document, investigate (if necessary), and resolve to the extent practicable all complaints regarding the public transportation provided by the Grantee and/or its operator(s), if any;

##### Provider's Responsibilities:

The Provider shall develop and adhere to a complaint and resolution process in the event of a Grantee or Provider complaint. The Provider will be the recipient of all written complaints or concerns and shall communicate this to the Grantee or Program Compliance Oversight Monitor (PCOM). All complaints must be submitted to the Provider in writing and recorded on the Provider Complaint Procedure Form. The Provider upon receipt of the written complaint will contact the person or organization within three (3) working days to discuss the complaint. Follow-up contact will be made to the person or organization to seek a resolution of the complaint and the plan of action will be documented. The Provider will send a status report of all complaints, follow-ups and resolutions to the Grantee and/or Program Compliance Monitor on a monthly basis by the thirtieth (30<sup>th</sup>) of the month to the attention of the Grantees authorized representative PCOM or, Board Chief Elected Official.

#### ITEM 45 - OFFICE, VEHICLE STORAGE

The Provider agrees to maintain an office and vehicle parking and/or storage for this Project within the County of Shelby, Illinois.

#### ITEM 46 – ACCESS TO RECORDS

The Provider will make available to federal, state and to the Grantee (and/or their authorized representatives), upon reasonable request, any and all financial and participant records necessary for conducting audits, investigations, and reviews authorized by the Illinois Department of Transportation. The Provider will maintain all financial records, as previously outlined, and make them available for review for a period of time of not less than three (3) years past the end of any fiscal year.

#### ITEM 47 – FTA –FUNDED PROJECT EQUIPMENT

Pursuant to FTA circular 9040. 1F, Chapter VI-4, this Agreement includes the expressed use by the Provider of FTA-funded project equipment owned by the Grantee. The use of FTA-funded Project equipment will be done in compliance with all applicable federal statutory and regulatory requirements.

#### ITEM 48 – VEHICLE USAGE AND LEASE AGREEMENT

The Grantee has entered into a Vehicle Lease Agreement with the Provider listed as Exhibit E, and entitled "Vehicle Lease Agreement", which is by this reference specifically incorporated herein to this Agreement. The Vehicle Lease Agreement details the vehicle use, terms, scope of service, limits, conditions, and vehicles leased related to the Agreement.

#### ITEM 49 – TERMINATION

Either Party may terminate this Agreement by giving the other Party ninety (90) days written notice of its desire to terminate the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement, effective July 1, 2014 and expires June 30, 2015, to be made effective and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by their respective duly authorized officials. The duly authorized signatures below shall constitute acknowledgement and approval of both Parties acceptance of the Agreement's terms, conditions, assurances, budget and exhibits.

**Provider's Name and Address**

C.E.F.S./Central Illinois Public Transit  
1805 South Banker Street  
Effingham, IL 62401

**Grantee's Name and Address**

Shelby County Board  
County Courthouse  
301 E. Main Street  
Shelbyville, IL 62665

By: \_\_\_\_\_

PAUL WHITE, CHIEF EXECUTIVE OFFICER

By: \_\_\_\_\_

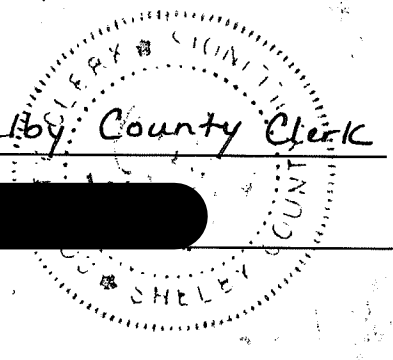
BRUCE CANNON, CHIEF ELECTED OFFICIAL

Attest: \_\_\_\_\_

Attest: Shelby County Clerk

By: \_\_\_\_\_

By: \_\_\_\_\_





I am pleased to announce that we are changing our corporate structure. As part of this process, I need to assign my interest in the county contract to *Joseph E. Meyer and Associates, Inc.* This will not affect our services or procedures in any way. Other than the name, there will be no noticeable changes. However, it does require a technical update to the contract.

Please find attached a Resolution ratifying the assignment and updating the contract.

Thanks,

Joe Meyer

FILED

MAR 31 2014

*Jessica Fox*  
SHERIFF COUNTY CLERK

**AMENDMENT TO DELINQUENT TAX PROGRAM AGREEMENT**

WHEREAS, in accordance with previous resolutions this County Board of Shelby County, Illinois, and Joseph E. Meyer have heretofore entered into a written agreement dated 6/12/2013, as well as subsequent written amendments and addenda thereto, all being hereinafter collectively referred to as "the Agreements"; and

WHEREAS, pursuant to the Agreements Mr. Meyer acts as Tax Agent on behalf of this County Board in the operation of the delinquent tax liquidation program established pursuant to Illinois statute and governed by the Agreements; and

WHEREAS, Mr. Meyer has incorporated his business enterprise as an Illinois domestic corporation with the name "Joseph E. Meyer & Associates, Inc.", and desires to continue to furnish services under the Agreements through said corporate entity, and also desires that said corporation be expressly substituted as Tax Agent under the Agreements; and

WHEREAS, Mr. Meyer desires and requests the consent of this County Board to this action; and


WHEREAS, this County Board finds that the actions proposed by Mr. Meyer should be approved and ratified;

NOW, THEREFORE, BE IT RESOLVED that this County Board of Shelby County, Illinois, hereby EXPRESSLY CONSENTS TO, RATIFIES AND APPROVES the assignment and delegation by Joseph E. Meyer of all of his rights and liabilities under the Agreements to Joseph E. Meyer & Associates, Inc., an Illinois corporation; and

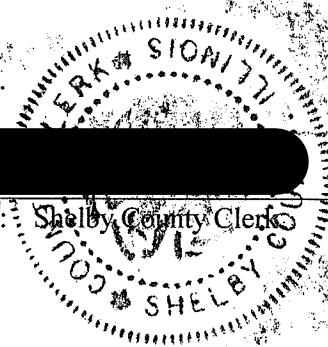
BE IT FURTHER RESOLVED that Joseph E. Meyer & Associates, Inc., an Illinois corporation, is hereby substituted as "Agent" and as "Tax Agent" within the Agreements for all intents and purposes, and that the Agreements are deemed amended by reference as of the effective date of the assignment and delegation; and

BE IT FURTHER RESOLVED that as amended hereby the Agreements shall remain in full force and effect according to the terms thereof.

Passed by the Shelby County Board on April 9, 2014.

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

  
\_\_\_\_\_  
Attest: Shelby County Clerk



Holloway  
09-08119-00311

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION \_\_\_\_\_


PETITION \_\_\_\_\_

AGREEMENT X \_\_\_\_\_

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

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

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency Shelby	State Contract X	Day Labor	Local Cor.	RR Force Account
	Section 09-08119-00-BR	Fund Type STP-Br	ITEP and/or SRTS Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-031-14	BROS-0173(182)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

#### Location

Local Name 2100 E Rd Route TR 431 Length .09 mi  
 Termini 2 miles Southeast of Fancher over Brush Creek

Current Jurisdiction Holland Township TIP Number  Existing Structure No 087-3262

#### Project Description

Removal of the existing structure and replacement with a 110 foot, 3 span precast prestressed concrete deck beam structure on open spill through abutments and concrete piers. Construction of aggregate surface course approach pavement and other items necessary to complete the section.

#### Division of Cost

Type of Work	STP-Br	%	TBP	%	LA	%	Total
Participating Construction	340,000	( 80 )	68,000	( 16 )	17,000	( 4 )	425,000
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials		( )		( )		( )	
TOTAL	\$ 340,000		\$ 68,000		\$ 17,000		\$ 425,000

**NOTE** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

#### Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

#### Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA

METHOD  Monthly Payments of

METHOD C---LA's \$85,000 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; 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 **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please register at <https://governmentcontractregistration.com/sam-registration.asp>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under 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 of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location

Number 2 Jurisdictional Addenda

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Bruce Cannon

Name of Official (Print or Type Name)

County Board Chairperson

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number  
376200119 conducting business as a Governmental  
Entity.

DUNS 040135279

APPROVED

State of Illinois  
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Michael A. Forti, Chief Counsel

Date

Tony Small, Director of Finance and Administration

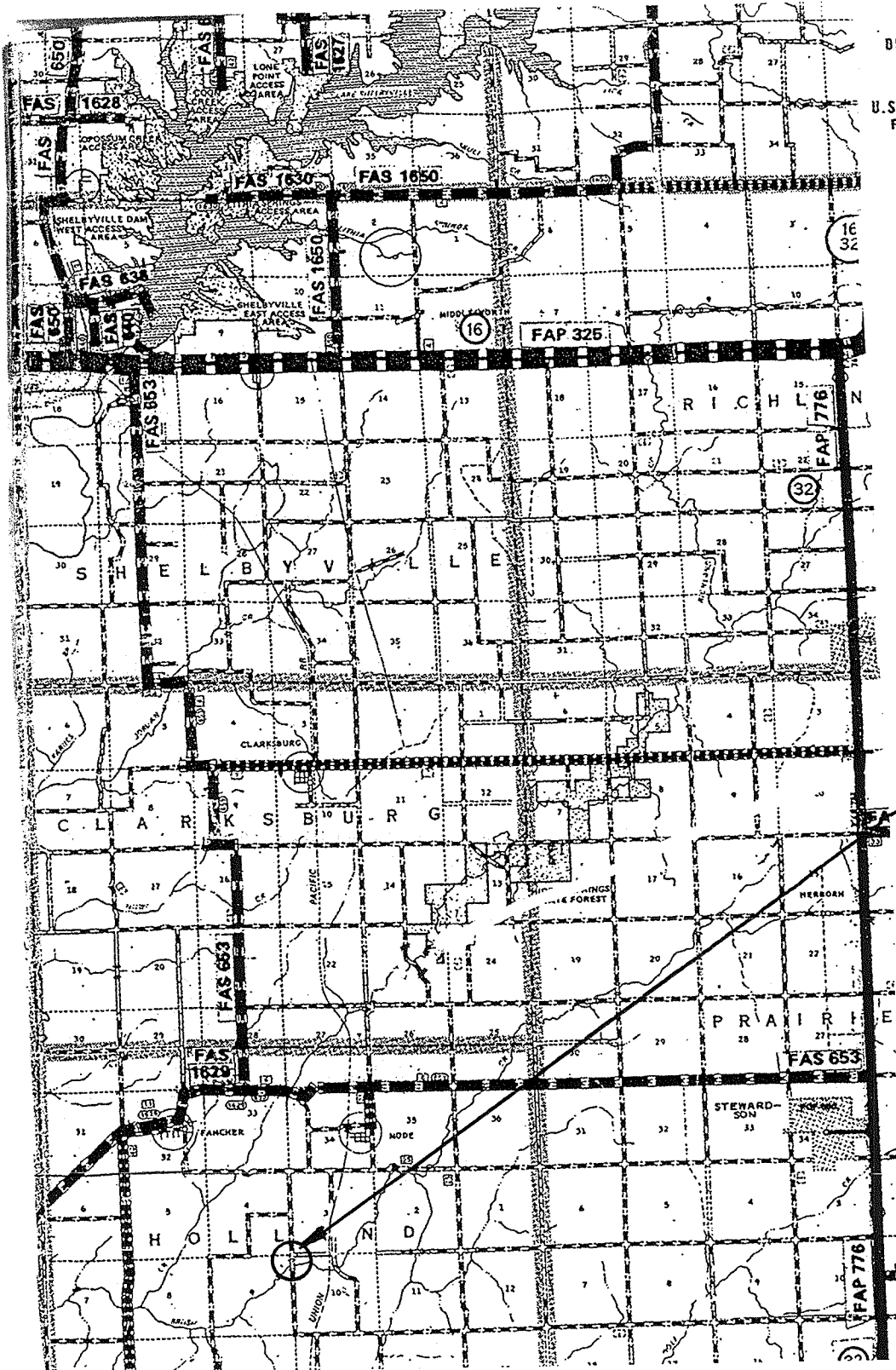
Date

**NOTE:** If signature is by an APPOINTED official, a  
authorizing said appointed official to execute this agreement is required.required.



# 5 YEAR CLASSIFICATION MAP SHELBY COUNTY ILLINOIS

PREPARED BY THE  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF PLANNING AND PROGRAMMING  
IN COOPERATION WITH THE  
U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION



BRIDGE  
LOCATION

LOCATION MAP  
ADDENDUM # 1

**JURISDICTIONAL ADDENDUM NO. 2**

County	Shelby
Road District	Holland
Section	09-08119-00 BR
Project	Bridge Replacement

Paragraph (4) on Page 2 under *Local Agency Agrees* is hereby revised to read "The Road District has current jurisdiction and will continue to retain jurisdiction of the completed improvement".

  
\_\_\_\_\_  
Highway Commissioner  
Holland Road District

4/23/14

H. Ward Lakewood Bldg  
13-09121-00BK

TO: THE SHELBY COUNTY BOARD

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


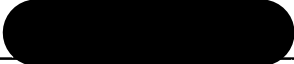


RESOLUTION   X  

PETITION           

AGREEMENT           

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

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

**RESOLUTION**

2014-13

BE IT RESOLVED, by the County Board of Shelby County and Bill Schwenker Highway Commissioner, State of Illinois, that Shelby County and the Lakewood Township Highway Commissioner concurs in the awarding of a contract for the Lakewood Township Bridge, Section 13-09121-00-BR, to Schmidt Construction, Inc. based on their low bid submitted at a letting held April 4<sup>th</sup>, 2014, of \$293,759.70.

AND,

Whereas, the Illinois Emergency Management Agency requires the project costs to be spent by Lakewood Township prior to issuing 75% reimbursement.

AND,

Whereas, Lakewood Township will be required to execute a loan agreement from a private bank in order to have adequate funds to pay the project costs.

THEREFORE,

BE IT RESOLVED, by the County Board of Shelby County that the County will guarantee the Lakewood Township Loan from the private bank and, the Chairman of the County Board will have authority to act on behalf of the County to execute that guarantee with the bank.

Concurrence by:

  
-----  
Bill Schwenker,  
Lakewood Township Highway Commissioner

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 April 9, 2014.

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 9th day of April, 2014 A.D.

  
-----  
County Clerk



O'Neal  
50/50

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION \_\_\_\_\_

PETITION \_\_\_\_\_

AGREEMENT \_\_\_\_\_

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Oconee }

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Oconee in said County, would respectfully represent that a pipe culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR375 at a pt near the NE 1/4 NE1/4 of section 33; R1E T10N 3rd PM

in said Road District, for which said work the Road District of Oconee is responsible; and the cost of which work will be six 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 4th day of April 2014

  
Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Oconee }

I, the undersigned Highway Commissioner of the Road District of Oconee, 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 \$3200

Labor & equip \$2800

TOTAL estimate = \$6000

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

Witness my hand, this 4th day of April 2014

  
Highway Commissioner.

## ROAD DISTRICT OF

Clone

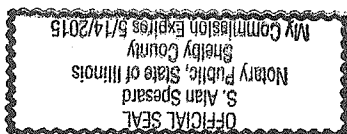
Shelby

COUNTY, ILLINOIS

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

County Clerk.

253 Byers Printing Company, Springfield, Illinois.



Alan Shepard

Highway Commissioner.

six 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.

\_\_\_\_\_ being duly sworn, on oath says that

Mac Casner Highway Commissioner of said Road District of

STATE OF ILLINOIS,  
 ss. } County of Shelby  
 Road District of Oconee



0C nel  
50-50

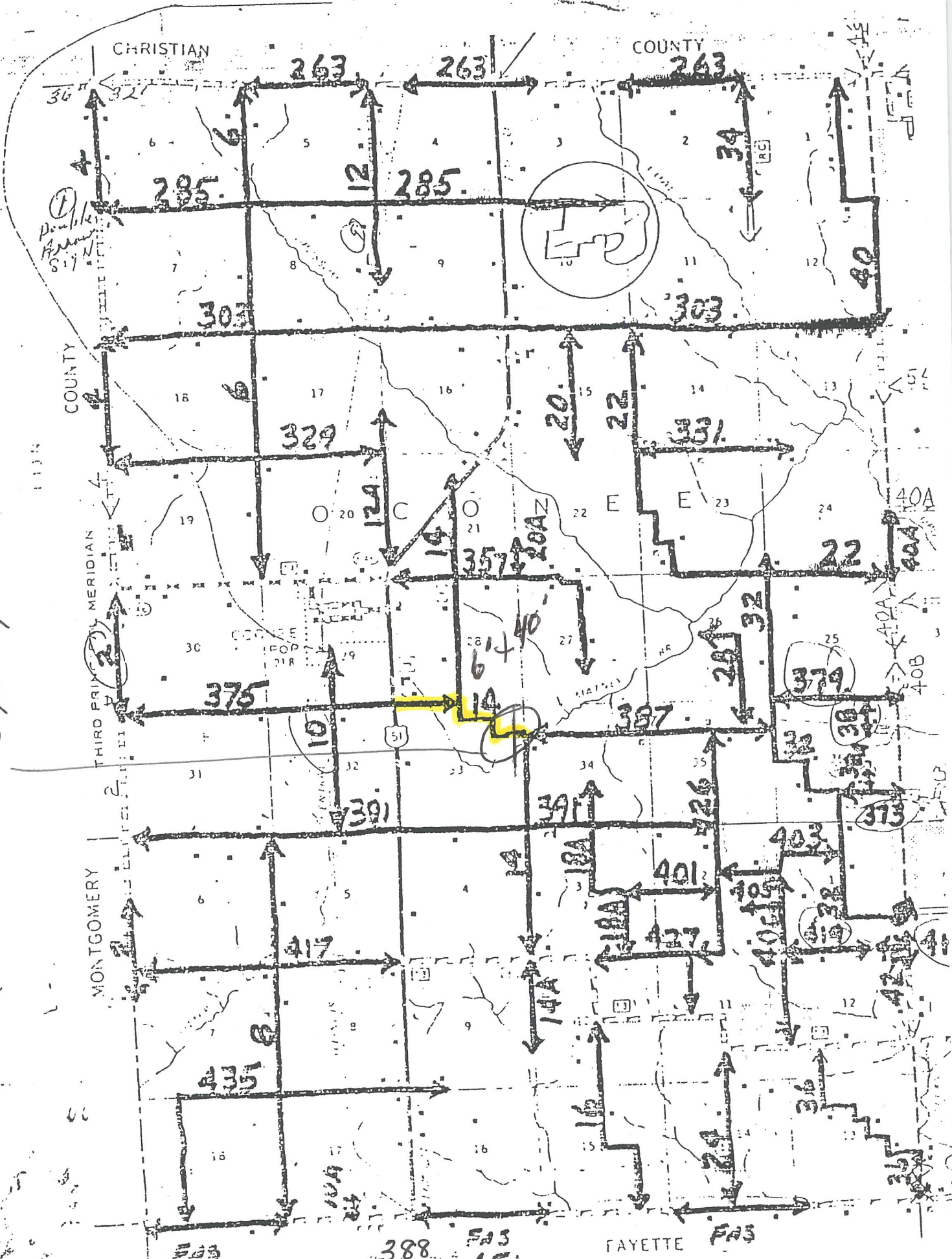


Map of PA for 1977

PA 80-310

TR 10 5/2 0.00 to 0.16 = 0.16 Mi

12 x 44 feet 14 1/2 x 11 1/2 feet  
50/50 w/ owner



## **Zoning/EMA/PCOM Report**

### **Shelby County Board Meeting 4/9/14**

#### **Zoning**

Resolution Opposing SB3263

10 Building Permits Issued in March

- 5 Accessory Building
- 1 Modular Home
- 2 Residential Additions
- 1 Grain Bin
- 1 Mobile/Manufactured Home

Zoning Committee will meet on April 14<sup>th</sup> at 9am.

#### **EMA**

Awarded \$500.00 grant for training through the Hazardous Materials Emergency Preparedness Grant.

April is Preparedness for the Whole Community Awareness Month.

Attending 2014 IESMA Training Conference April 30<sup>th</sup> through May 3<sup>rd</sup>.

Hosting EOC Management and Operations on April 16<sup>th</sup> and April 17<sup>th</sup> at the Lake Shelbyville Visitor's Center.

#### **PCOM**

Attended Federal Transit Authority/IDOT Procurement training April 1<sup>st</sup>.

Attended Rural Transit Assistance Center Conference April 2<sup>nd</sup> and 3<sup>rd</sup>.

Douglas County Update

#### **March Building Permit Log**

<b><u>Permit #</u></b>	<b><u>Date</u></b>	<b><u>Name</u></b>	<b><u>Township</u></b>	<b><u>Parcel ID</u></b>	<b><u>Type</u></b>	<b><u>Est. Cost</u></b>	<b><u>Fee</u></b>
14-008	3/5/2014	Tim Morse	06; Shelbyville	2013-06-00-400-012	Acc. Building	N/A	N/F
14-009	3/11/2014	Mary Paul	08; Prairie	1520-08-00-200-008	Acc. Building	N/A	N/F
14-010	3/17/2014	Bryan and Jane Bennett	06; Cold Spring	0417-06-00-100-009	Modular Home	\$ 80,000.00	\$ 175.00
14-011	3/17/2014	Larry Roadarmel	01; Dry Point	0524-01-00-400-004	Res. Addition	N/A	\$ 125.00
14-012	3/17/2014	Brian Hilvety	22; Moweaqua	1001-22-00-100-003	Acc. Building	N/A	N/F
14-013	3/24/2014	Ed Thompson	32; Dry Point	0518-32-00-400-002	Acc. Building	N/A	N/F
14-014	3/25/2014	Jared Matthews	04; Oconee	1116-04-00-400-006	Acc. Building	N/A	\$ 125.00
14-015	3/27/2014	Ed Keefer	17; Windsor	2409-17-00-100-008	Res. Addition	N/A	\$ 125.00
14-016	3/27/2014	Terry Furr	02; Rose	1812-02-00-300-003	Grain Bin	N/A	N/F
14-017	3/27/2014	Melvin Cloe	36; Oconee	1116-36-00-200-001	Mobile Home	N/A	\$ 175.00

State of Illinois     )  
                              ) SS  
County of Shelby    )

Resolution Number: 2014-14

**A RESOLUTION OPPOSING SENATE BILL 3263 (WIND ENERGY  
FACILITIES CONSTRUCTION AND DECONSTRUCTION ACT)**



**WHEREAS**, Illinois law pursuant to 55 ILCS 5/5-12020 (Wind Farms) provides that a county may establish standards for wind farms and electric-generating wind devices, and may also regulate the siting of wind farms and electric-generating wind devices; and,

**WHEREAS**, Senate Bill 3263 (the Wind Energy Facilities Construction and Deconstruction Act) would transfer the authority to establish standards for and regulate the siting of wind farms and electric-generating wind devices from counties to the Illinois Department of Agriculture; and

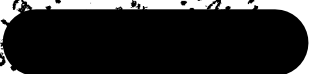
**WHEREAS**, the County Board of Shelby County believes that the authority to establish standards for and regulate the siting of wind farms and electric-generating wind devices should remain with counties, as counties are better equipped to manage issues related to the regulation and siting of wind farms than the Illinois Department of Agriculture or any other State agency;

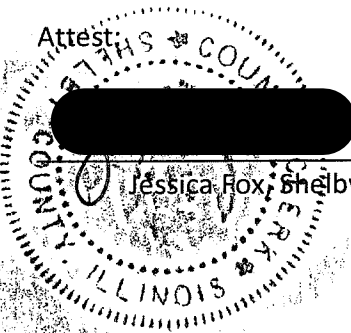
**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the County Board of Shelby County assembled this 9th day of April, 2014, hereby opposes Senate Bill 3263 (the Wind Energy Facilities Construction and Deconstruction Act) and the adoption thereof.

Duly adopted and approved this 9th day of April, 2014.

  
  
\_\_\_\_\_  
Bruce Cannon, Chairman  
County of Shelby, State of Illinois

Attest:

  
\_\_\_\_\_  
Jessica Fox, Shelby County Clerk



**A Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.**

Whereas the Municipality/County of Shelby, of the State of Illinois (hereinafter "Municipality" "County") is a \_\_\_\_\_ of the State of Illinois and duly constituted public agency of the State of Illinois, and;

Whereas the Municipality/County, as a public agency of the State of Illinois, is authorized and empowered by the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into intergovernmental agreements with other public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the jurisdiction of the Municipality/County, and;

Whereas the Municipality/County recognizes that certain natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a single given public agency, and;

Whereas, a given public agency can, by entering into a mutual aid agreement for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry which it serves, and;

Whereas, in order to have an effective mutual aid agreement for law enforcement resources and services, this Municipality/County recognizes it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters, and;

Whereas, this Municipality/County recognizes the need for our specific Municipality/County to develop an effective mutual aid agreement for law enforcement services and resources upon which it may call upon in its time of need and is prepared to enter into a mutual aid agreement for law enforcement services and resources with other like-minded public agencies, and;

Whereas, this Municipality/County also recognizes the need for the existence of a public agency, formed by an intergovernmental agreement between two or more public agencies, which can serve to coordinate and facilitate the provision of law enforcement mutual aid between signatory public agencies to a mutual aid agreement for law enforcement services and resources, and;

Whereas, this Municipality/County has been provided with a certain "Law Enforcement Mutual Aid Agreement" which has been reviewed by the elected officials of this Municipality/County and which other public agencies in the State of Illinois are prepared to execute, in conjunction with this Municipality/County, in order to provide and receive law enforcement mutual aid services as set forth in the "Law Enforcement Mutual Aid Agreement," and;

Whereas, it is the anticipation and intention of this Municipality/County that this "Law Enforcement Mutual Aid Agreement" will be executed in counterparts as other public agencies choose to enter into the "Law Enforcement Mutual Aid Agreement" and strengthen the number of signatory public agencies and resources available from those public agencies, and;

Whereas, it is the anticipation and intent of this Municipality/County that the "Law Enforcement Mutual Aid Agreement" will continue to garner support and acceptance from other currently

unidentified public agencies who will enter into the "Law Enforcement Mutual Aid Agreement" over time and be considered as if all signatory public agencies to the "Law Enforcement Mutual Aid Agreement" had executed the "Law Enforcement Mutual Aid Agreement" at the same time,

Now, therefore, be it resolved by this Municipality/County as follows:

1. This Resolution shall be known as, and may hereafter be referred to as, the Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

2. The Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation shall be, and hereby is, enacted as follows:

- a. Authorization to enter into a Certain Agreement. The County Board Chairman of this Municipality/County is hereby authorized to sign, execute and deliver the agreement known as the "Law Enforcement Mutual Aid Agreement" and thereby enter into an intergovernmental agreement with such other public agencies of the State of Illinois as are likewise willing to enter into said "Law Enforcement Mutual Aid Agreement" and recognize the existence and formation of the Illinois Law Enforcement Alarm System as set forth in the said "Law Enforcement Mutual Aid Agreement."
- b. Savings Clause. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the provisions of this Resolution.
- c. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed this 9th day of April, 2014.

Ayes: 20

Nays:

Absent:

Abstain: 1

Approved this 9th day of April, 2014

  
\_\_\_\_\_  
President/Mayor/County Board Chairman, etc

Attest:

  
\_\_\_\_\_  
Municipality/County Clerk etc

# ROAD & BRIDGE COMMITTEE

## Meeting Minutes April 7<sup>th</sup>, 2014

- **Roll Call:** Bruce Cannon, Dave Cruitt, Jesse Durbin, Larry Lenz
  - Also in attendance was Alan Spesard
- **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
- **New Business:**
  - Resolution to Award Lakewood Township Bridge
    - Committee recommended approval and to add Bruce Cannon as having authority to sign to guarantee Lakewood Township's loan
  - Petition from Oconee Highway Commissioner to replace pipe
    - Committee recommended approval
  - Agreement with IDOT on funding for Holland Bridge
    - Committee recommended approval
  - DCEO grant funding officially released for construction of intersection and microsurfacing. This is a reimbursement contract.
    - Bid letting scheduled for May 12th
  - Right-of-Way required for Clarksburg rrxing approach work
    - Committee wants to initially ask owners to donate land
  - Received new Railroad Crossing multi-year project list
  - Cowden-Herrick road to be closed by Fayette County for several weeks this summer due to construction
  - 2014 Summer Help pay
    - Committee agreed to increase pay for third year employee to \$9.75/hour
  - Bridge closure map updated
  - Bridge in Richland Township closed located on 1100N
    - Highway Commissioner request to replace one of double bridges and move this one to next on list
      - Alan stated this was not Hydraulically feasible
    - IDOT coming up with repair details
  - Highway Commissioner conference scheduled for May 9<sup>th</sup>
  - Bid Letting for Okaw rrxings scheduled for May 12<sup>th</sup>
  - Galvin case - Met with Gina and Jarred and Galvins – April hearing with judge
  - Illinois River Project – will use similar agreement as Enbridge for road use
  - Auditor called and told me that County Bridge account had over expenditures that will be noted in the 2014 Audit report
  - 2015 Budget Submitted
    - Alan stated that he submitted a budget slightly less than last year due to having spent more than revenue the last few years
  - Enbridge pipeline may improve road going to closed bridge in cold spring township
  - 5-year road traffic counts by IDOT this summer
  - County Highway 30 - Towbruff bridge construction has started
  - Hired Todd Moore as Laborer
    - Alan stated that he hired Todd on March 31<sup>st</sup> and then Todd resigned on April 4<sup>th</sup>.
  - Annual County Engineer raise scheduled for May 3<sup>rd</sup>

# ROAD & BRIDGE COMMITTEE

## Meeting Minutes April 7<sup>th</sup>, 2014

### ■ Old Business:

- Notified of contaminated soil in Village of Herrick – State's Attorney - Gina is reviewing
- Ash Grove Highway Commissioner has requested bridge 3037 to be replaced
- Start review of Bridge priorities – Maps distributed to Hwy Commissioners
- Marlin Environmental called about Findlay agreement – I referred them to Gina
- Significant Budget issues:
  - Oklahoma road DCEO grant (\$200K) not released as yet – Called Tim Dudley
  - Lakewood FEMA (\$318k) money is a reimbursable and no approval given yet
  - Clarksburg County Highway grant (\$390K) railroad crossing projects is reimbursable  
Tax & MFT revenue down
- Ken Bahr has asked us to cleanout township road ditches in Fayette county that county pipe drain to because he can't get them to do it – called Fayette County Engineer and he said the Township highway commissioner should clean his own ditch – I left a message for that commissioner
- Damage occurred to Neoga Road surface
  - Dave Cruitt received a estimate of repair from Howell paving in the amount of approximately \$16k and that he would discuss this with Don Strohl
- Oklahoma Bridge first bill received – Did not pay it waiting on DCEO grant approval
- Village of Herrick stop sign request: Dallas Kidd
  - No update on this issue

### ■ Adjournment: Next meetings scheduled for May 9<sup>th</sup> and 12<sup>th</sup>

# ROAD & BRIDGE COMMITTEE

## Meeting Minutes

April 4th, 2014

- **Roll Call** in alphabetical order: Bruce Cannon, Dave Cruitt, Jesse Durbin, Larry Lenz
  - Also in attendance: Alan Spesard, County Engineer, Bill Schwenker Lakewood Highway Commissioner; Nita Miller IDOT
- **New Business:**
  - Publicly opened and read bids for Lakewood Township Bridge section 13-09120-00 br
    - Discussed IEMA process for reimbursement with Highway Commissioner and IDOT
      - Bill to seek loan and County Board to vote on guaranteeing loan
  - Committee took road trip and looked at following:
    - Fayette County's Cowden to Herrick road improvement project
    - Stop sign requested by Dallas Kidd in Herrick
    - Drainage issue near Herrick Township Building
    - Construction progress of CH-30; Towbruff Bridge
    - Two Okaw rxings to be bid next month
- **Adjournment:** Next meeting scheduled for April 7th, 2014







DATE: 4-7-14

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:

NAME	REG. HRS.	REG. HR. RATE	OVER T.	OVER T. RATE	REG. PAY	O.T. PAY	TOTAL PAY
S. Alan Spesard ✓ 464							3765.39
D. Culberson ✓ 16		16.77		25.16	1173.86		1173.86
K. Petard ✓ 244		23.81		35.72	1902.87		1902.87
S. Short ✓ 386		23.45	9 ✓	35.18	1874.70	316.36	2191.06
M. Lorton ✓ 172		19.95		29.93	1594.15		1594.15
S. Prosser ✓ 188		23.32		34.98	1863.70		1863.70
R. Haycraft ✓ 328		21.36	1/2 ✓	32.04	1707.03	16-	1723.03
C. Evans ✓ 153		21.12		31.68	1687.44		1687.44
J. Agney ✓ 102		21.12		31.68	1687.44		1687.44
K. Vail ✓ 226		17.99		26.99	1438.15		1438.15
D. West ✓ 489		12.50	1/2 ✓	18.75	1000.00	9.38	1009.38
		027	5011	01	008		
		012	5031	01	008		
Co. MFT		3765.39					
Co. Hwy.		10,583-					
Twp. Br. Sup.		5688.08					

March 4, 2014

HIGHWAY PAYROLL ACCOUNT

DATE:

NAME	REG. HRS.	REG. HR. RATE	OVER T.	OVER T. RATE	REG. PAY	O.T. PAY	TOTAL PAY
S. Alan Spesard <del>✓</del> 464							3765.39
D. Culberson <del>✓</del> 16		16.77		25.16	1173.86		1173 <sup>86</sup>
K. Petard <del>✓</del> 244		23.81		35.72	1902.87		1902 <sup>87</sup>
S. Short <del>✓</del> 386		23.45		35.18	1874.70		1874 <sup>70</sup>
M. Lorton <del>✓</del> 172		19.95		29.93	1594.15		1594 <sup>15</sup>
S. Prosser <del>✓</del> 188		23.32	7 <del>✓</del>	34.98	1863.70	244.61	2108.31
R. Haycraft <del>✓</del> 328		21.36	7 <del>✓</del>	32.04	1707.03	224.05	1931.08
C. Evans <del>✓</del> 153		21.12	7 <del>✓</del>	31.68	1687.44	221.48	1908.92
J. Agney <del>✓</del> 102		21.12	7 <del>✓</del>	31.68	1687.44	221.48	1908.92
K. Vail <del>✓</del> 226		17.99	6 1/2 <del>✓</del>	26.99	1438.15	175.27	1613.42
D. West <del>✓</del> 489		12.50	7 <del>✓</del>	18.75	1000.00	131.25	1131.25
		012502101008					
		5031					
Co. MFT		3765.39					
Co. Hwy.		11775.76					
Twp. Br. Sup.		5371.72					

FILED

MAR 19 2014

Jessica Cox  
SHELBY COUNTY CLERK

Budget Mtg  
March 19, 2014

Attending: Bruce, Larry, Gary, Rob, Jim.  
Kay, Barb, Dave, Don.

Robin Yockey attended & gave highlights  
of Audit.

Discussion of Eagle Creek goals are:

1. Keep golf course open
2. Work with DNR for maintenance
3. Involvement with representative for assistance

Animal Control Officer Jaylin Conrad  
from Christian Co. to discuss their procedure  
for village control. Co. Board needs  
Ordinance for County.

Chris Johnson attended to ask for \$2000  
pay increase for BOK. We discussed  
& tabled until next month for answer.

We looked over budgets briefly.  
Deb Page was allowed to pay her share of  
"Technology" from C.I.S. Fund.



3/26/14

New Grant money 1,371.33 our part 1/5

Reviewed and approved bills

Discussion regarding Humane Society Donations

- Crystal not returning calls
- Talk to John Freeman
- Speak w Yockey, Hockart & Green

Reviewed proposed municipality agreement

- Give to Gina for correction / approval

Discussion of city of Shelbyville obligations

Discussion of "substitute" hours/budget for Matt Winters

FILED

MAR 20 2014

Jessica Wolf  
SHELBY COUNTY CLERK

# SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

## TREASURER'S REPORT

### March 3, 2014

Beginning Balance	February 3, 2014	
Deposits		
Heartland Payment Systems--Credit Card Fuel Sales	\$	16,434.50
Fuel Sales--Cash & Check	\$	755.98
Rent	\$	61.93
Scott Jefson--Ameren Bill for Back Hangar	\$	1,735.00
Bank Interest	\$	234.70
	\$	1.19
	\$	2,788.80
	\$	19,223.30

Bills Received and Paid		
Consolidated Communications--January, 2014	\$	168.49
Heartland Payment Systems--Fees	\$	66.65
Express Services, Inc.--FBO 02-02-2014/02-23-2014	\$	3,000.00
Steve Wempen--Bookkeeping February, 2014	\$	200.00
Ameren Illinois	\$	467.41
Reber Welding--Snow Plow Repair	\$	54.75
City Area Water/Sewer Department	\$	14.30
Business Radio License--10 Yr. NDB	\$	95.00
Shelby Electric Cooperative	\$	1,250.04
Battery & Starter Specialist--New Battery for Red Tractor	\$	79.95
Albion Radio Comm. Inc.--NDB Repair 2013 to Date	\$	2,554.12
Scott Jefson--Reimbursement/ Transmission Fluid	\$	6.38
Shelbyville Ace Hardware--Toilet Repair	\$	7.49
Shelby Auto Parts--Brake Fluid & Power Steering Fluid	\$	17.14
	\$	7,981.72
	\$	11,241.58

Shelby County State Bank  
BuseyBank  
Farm Agency Account  
Certificates of Deposit

F I L E D

MAR 27 2014

Total

\$	11,241.58
\$	891.33
\$	66,607.58
\$	65,612.44
\$	144,352.93

Prepared by Steve Wempen--Sec/Treas

*Steve Wempen*  
SHELBY COUNTY CLERK



## CHECK NO.

403



404

[illegible]



***Shelby County Airport and Landing Field Commission***  
***Fuel Sales      February, 2014***

[illegible]

# **SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION**

## **MINUTES OF MEETING**

**February 3, 2013**

Tad Mayhall calls the meeting to order.

Members present at meeting:

Commissioners--Tad Mayhall, Rick Brown and Steve Wempen

County Board Members--Bob Simpson, Bob Jordan

Airport Manager--Scott Jefson

Others Present--Jim Schwerman

The minutes were read by all. Tad makes a motion to approve the minutes.

It was seconded by Rick and it was approved by all saying aye.

Jim Schwerman was present to confirm where corn can be and cannot be planted.

Jim recommends planting the 9.2 acres south east of hangars in corn. Also, the fields south of the highway and west of the hard runway will be planted in corn. All agreed and Jim said he would buy the seed then.

The Treasurer's report was read.

Tad makes a motion to approve the Treasurer's Report. Rick seconded and it was approved by all saying aye.

Tad welcomes Rick Brown as a new member on the Airport Commission.

### **Managers Report**

Scott informs the board the the ADF has broken and been repaired three times since December and is now down again. The snow plow has broken down a few times, so there will be a bill from Reber Welding.

Water lines have frozen twice so now leaving faucets run a little to keep them from freezing.

Door on the Main Hangar was frozen down and bent the pin that holds it down when opening. Going to take it to Reber Welding and have it straightened.

Was opening the door to put a pilots plane inside for the night. Second overnite guest since first of year.

Scott also mentions he and Steve attended the predesign meeting with Rob Waller from Hansons here at the airport for the asphalt project behind the Main Hangar that will be funded with the 2014 entitlement funds. The project will most likely start in the 2015 because the State will not receive the money in time to get started this year.

Also Hansons, when ask about the weight limit on the runway, finally said they wouldn't sign off on any weight computations without us having a thump test done. When all said and done, the test could cost up to \$6000.

The Waco group has said they are going to have one last event down south and possibly hold it here in 2015.

There will be a Young Eagles event in Decatur in May and then one held here in June.

### **Old Business**

The trees that the state wants removed or trim were discussed at length. Scott mentions that you can trim them one time and comply but not twice.

### **New Business**

None

Steve requested changing the June meeting the the second Monday because of not being able to be ready for the regular meeting.

### **Bills Presented**

Shelby Auto Parts--Brake and Power Steering Fluid	\$	17.14
Battery and Starter Specialist--New Battery for Red Tractor	\$	79.95
City Area Water-Sewer Department	\$	14.30
Shelbyville Ace Hardware--Toilet Repair	\$	7.49

Tad makes a motion to adjourn and all were in favor by saying aye.

FILED  
MAR 31 2014

C.E.F.S./Central Illinois Public Transit  
Grant Recipient Monthly Monitoring Outcome Report  
Combined Report for Shelby County Transportation Project

Hours of Service for Transportation for All Counties are 7:00 A.M. to 5:00 P.M.

Index	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Total
Number of Days of Service-Shelby	22	22	20	23	18	20	21	19	0	0	0	0	0	165
Number of Trips	5,180	5,499	6,184	6,356	5,761	5,577	5,112	5,821	0	0	0	0	0	45,490
Number of Vehicles	27	27	28	29	29	29	29	27	0	0	0	0	0	26,030
Revenue Vehicle Hours	3,369	3,317	3,143	3,599	2,971	3,170	3,157	3,304	0	0	0	0	0	346,848
Revenue Vehicle Miles	45,289	45,984	41,239	49,837	39,953	41,335	39,062	44,149	0	0	0	0	0	\$308,256
DOAP Revenues	\$0	\$0	\$0	\$143,700	\$0	\$164,566	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$156,390
5311 Revenues	\$0	\$0	\$0	\$0	\$0	\$156,390	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,316
JARC Revenues	\$0	\$0	\$0	\$0	\$0	\$23,316	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61,793
Contract Revenues	\$0	\$9,025	\$7,664	\$8,396	\$8,775	\$9,086	\$9,639	\$9,208	\$0	\$0	\$0	\$0	\$0	\$21,552
Fares	\$1,384	\$4,043	\$1,742	\$1,756	\$1,443	\$3,214	\$2,018	\$5,952	\$0	\$0	\$0	\$0	\$0	\$858,238
System Expenses	\$36,539	\$147,970	\$111,454	\$70,453	\$131,585	\$181,949	\$67,683	\$110,605	\$0	\$0	\$0	\$0	\$0	-\$286,931
Net Revenues	-\$35,155	-\$134,902	-\$102,048	\$83,399	-\$121,367	\$174,613	-\$56,025	-\$95,445	\$0	\$0	\$0	\$0	\$0	4,547
Ridership	552	606	567	610	567	581	522	542	0	0	0	0	0	115
Trip Denials	1	0	7	4	20	24	36	23	0	0	0	0	0	0
Trip Denied but Provided	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cost per Trip	\$7.05	\$26.91	\$18.02	\$11.08	\$22.84	\$32.62	\$13.24	\$19.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.87
Cost per Hour	\$10.85	\$44.61	\$35.46	\$19.58	\$44.29	\$57.40	\$21.44	\$33.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.97
Cost per Mile	\$0.81	\$3.22	\$2.70	\$1.41	\$3.29	\$4.40	\$1.73	\$2.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.47
Maintenance of Vehicles	21	18	20	22	25	25	23	25	0	0	0	0	0	179
Maintenance of Facilities	0	0	0	1	0	0	0	0	0	0	0	0	0	1
New Service Contracts	1	1	2	2	1	1	1	1	0	0	0	0	0	10
Overtime Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Complaints	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Accidents	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Mobility Index Outcomes/Efforts	0.042	0.045	0.050	0.052	0.047	0.045	0.041	0.047	0.000	0.000	0.000	0.000	0.000	0.369
Annualized Mobility Index	0.504	0.520	0.547	0.565	0.564	0.561	0.552	0.554	0.492	0.443	0.403	0.369		
(Note - Annual Goal is .69)														
Quarterly Reporting			First			Second			Third			Fourth		Year to
Fare Box Recovery Ratio			2.42%			1.67%			4.47%			0.00%		2.51%
Subsidy per D/R Trip			\$0.00			\$27.58			\$0.00			\$0.00		\$10.73
Avg. Miles per Trip			7.86			7.41			7.61			0.00		7.62
Subsidy per Mile			\$0.00			\$3.72			\$0.00			\$0.00		\$1.41
Revenue per Mile			\$0.18			\$3.97			\$0.32			\$0.00		\$1.65
2010 Census Rural Population	22,363													
Shelby County	14,846													
Montgomery County	30,104													
Fayette County	22,140													
Douglas County	19,980													
Clay County	13,815													
Total Population	123,248													

**C.E.F.S./Central Illinois Public Transit  
Grant Recipient Monthly Monitoring Outcome Report**

**Shelby County**

Hours of Service for Shelby County Transportation are 7:00 A.M. to 5:00 P.M.													
Monitoring Indexes	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Total
ber of Days of Service	22	22	20	23	18	20	21	19					165
Number of Trips	1,181	1,595	1,787	1,808	1,548	1,484	1,254	1,394					12,051
Number of Vehicles	7	7	7	7	7	7	7	7					8,360
Revenue Vehicle Hours	1,249	1,092	1,081	1,169	968	975	879	947					92,199
Revenue Vehicle Miles	14,075	13,482	12,478	12,029	10,370	10,520	9,055	10,190					\$51,376
DOAP Revenues				\$23,950		\$27,426							\$26,065
5311 Revenues						\$26,065							\$3,886
JARC Revenues						\$3,886							\$32,598
Contract Revenues		\$398	\$5,321	\$5,273	\$5,385	\$5,369	\$5,468	\$5,384					\$2,599
Fares	\$219	\$402	\$274	\$252	\$238	\$526	\$250	\$438					\$233,890
System Expenses	\$13,342	\$48,375	\$25,913	\$19,666	\$35,188	\$45,614	\$16,926	\$28,866					\$-117,366
Net Revenues	99	143	160	149	145	162	135	138					1,131
Ridership	0	0	0	3	6	2	9	8					28
Trip Denials													0
Trip Denied but Provided													\$19,41
Cost per Trip	\$11.30	\$30.33	\$14.50	\$10.88	\$22.73	\$30.74	\$13.50	\$20.71	\$0.00	\$0.00	\$0.00	\$0.00	\$27.98
Cost per Hour	\$10.68	\$44.30	\$23.97	\$16.82	\$36.35	\$46.78	\$19.26	\$30.48	\$0.00	\$0.00	\$0.00	\$0.00	\$2.54
Cost per Mile	\$0.95	\$3.59	\$2.08	\$1.63	\$3.39	\$4.34	\$1.87	\$2.83	\$0.00	\$0.00	\$0.00	\$0.00	47
Maintenance of Vehicles	7	4	5	6	6	6	6	7					0
Maintenance of Facilities	0	0	0	0	0	0	0	0					0
New Service Contracts	0	0	0	0	0	0	0	0					0
Overtime Hours													0
Complaints	0	0	0	0	0	0	0	0					0
Vehicle Accidents	0	0	0	0	0	0	0	0					0
Mobility Index Outcomes/Efforts	0.053	0.071	0.080	0.081	0.069	0.066	0.056	0.062	0.000	0.000	0.000	0.000	0.539
Annualized Mobility Index	0.634	0.745	0.816	0.855	0.850	0.841	0.817	0.808	0.719	0.647	0.588	0.539	
(Note - Annual Goal is .69)													
2010 Census Rural Population													
Shelby County	22,363												



Sheriff Miller  
Tina, Don  
Richard, Kay

Michael A. Miller

**SHERIFF OF SHELBY COUNTY**  
151 N. MORGAN STREET  
PHONE 217-774-3941 FAX 217-774-2851  
SHELBYVILLE, ILLINOIS 62565


9:00

**LAW ENFORCEMENT COMMITTEE MEETING**  
**4/3/14**

1. Merit Commission Testing - *Oral interviews tonight & tomorrow*
2. Fingerprint Machine *has been ordered - Paid for*
3. Jail Maintenance Position - *Merit Commission will review applications - Sheriff to make final selection*
4. Resolution for ILEAS  
*300 membership dues*  
*County needs to approve resolution*

*Budget has been submitted -  
only increase was in salaries,  
due to contract obligations*

Michael A. Miller

  
Shelby County Sheriff

*23 inmates in custody*

**F I L E D**

APR 03 2014

*Jessica Fox*  
SHELBY COUNTY CLERK

Fees & Salary April 8, 2014

Bills were approved except for  
an ambulance claim.

Kay Kearny  
Dave Pruitt  
Barbara Bennett

FILED  
APR 08 2014

Jessica Doy  
SHELBY COUNTY CLERK

## Purchasing Committee

Present Lynn Williams Robert Hunter Gary Gergen  
Frank Mulholland Jim Warner Don Stoll

Bills were presented  
Lynn Williams made the motion to pay all  
bills except one for a travel bag  
Robert Hunter seconded All voted aye  
Frank Mulholland made motion to adjourn  
Jim Warner seconded All voted aye

FILED  
APR 08 2014

Jessica Dore  
SHELBY COUNTY CLERK

Health Committee April 8, 2014

Robert Hunter  
Kenny Barr  
Jessie Durbin  
Richard Hayden  
Bark Bennett

Claims were approved by committee.

FILED

APR 08 2014

Jessie Cox  
SHELBY COUNTY CLERK



**RESOLUTION**



2014-16

This matter coming on to be heard upon the application of Mark S. Wolf to be appointed as Trustee of the Tri-County Fire Protection District to fill the term expiring on May 5, 2014, and the County Board of Shelby County, Illinois, having been fully advised in the premises:

**IT IS HEREBY RESOLVED:**

- A. That Mark S. Wolf be appointed as Trustee of the Tri-County Fire Protection District for the term which will expire on the day preceding the first Monday in May, 2017.
- B. That bond be set at \$5,000.00.
- C. That this appointment shall be effective immediately, or upon filing of the bond, whichever last occurs.

Dated: April 8th, 2014.

  
  
\_\_\_\_\_  
President, County Board of  
Shelby County, Illinois

ATTEST:





TO: County Board  
County Courthouse  
Shelbyville, Illinois 62401

F I O E D

MAR 24 2014

*Glenice Day*  
SHELBY COUNTY CLERK

**PETITION FOR APPOINTMENT AS TRUSTEE OF  
TRI-COUNTY FIRE PROTECTION DISTRICT**

I, Mark S. Wolf, being first duly sworn do hereby make application for appointment as Trustee of the Tri-County Fire Protection District of Effingham, Fayette and Shelby Counties, Illinois, to fill the vacancy created by the expiration of my current term which expires on May 5, 2014, and in support of this application state as follows:

1. I am a resident of the Tri-County Fire Protection District and Shelby County, Illinois.
2. Tri-County Fire Protection District includes parts of Effingham, Fayette and Shelby Counties, Illinois.
3. The approximate percent of population distribution of Tri-County Fire Protection District is: Effingham County, 60%; Fayette County, 35%; and Shelby County, 5%.
4. Current trustees of Tri-County Fire Protection District whose terms extend beyond the current year and their respective counties and municipalities of residence are: David Wayne Petty, R. R. 1, Box 10, Beecher City, Fayette County, Illinois; Larry Doty, 265 East 1800<sup>th</sup> Avenue, Beecher City, Effingham County, Illinois; Jeffrey W. Evans, 407 South Charles Street, Beecher City, Effingham County, Illinois; and Anthony Schlanser, Route 1, Box 33, Beecher City, Fayette County, Illinois.
5. 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.
6. 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.
7. If appointed, I agree to enter into a bond with such surety and in such amount as this County Board determines.

WHEREFORE, I request this County Board to appoint me as Trustee of the Tri-County Fire Protection District for the term to expire on the day preceding the first Monday in May, 2017.

  
Mark S. Wolf

413A

STATE OF ILLINOIS       )  
  ) ss.  
COUNTY OF Effingham )

Subscribed and sworn to before me this 17th day of March, 2014, by Mark S. Wolf.

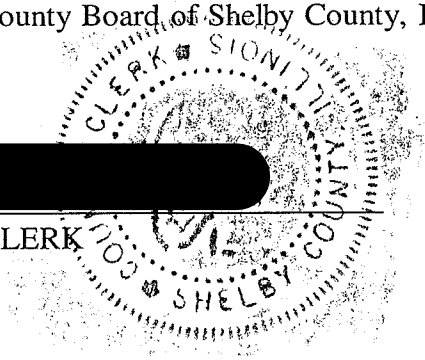


  
Notary Public

## CERTIFICATE

I, the undersigned, the duly elected Clerk of Shelby County, Illinois, do hereby certify that the foregoing is a true and correct copy of the Resolution of the County Board of Shelby County, Illinois, passed in regular session on April 9, 2014.

  
COUNTY CLERK



STATE OF ILLINOIS )  
 )  
COUNTY OF SHELBY. )

BEFORE THE MEMBERS OF  
THE COUNTY BOARD  
SHELBY COUNTY, ILLINOIS

FILE  
1  
1

MAR 24 2014

SHIRLEY L. COLE

IN THE MATTER OF THE TRI-COUNTY )  
FIRE PROTECTION DISTRICT, A )  
MUNICIPAL CORPORATION. )

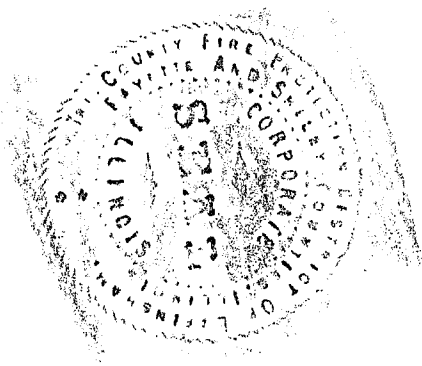
**BOND OF TRUSTEE**

FILE

KNOW ALL MEN BY THESE PRESENTS, that we, Mark S. Wolf, being a resident of the County of Shelby, State of Illinois; and Jeffrey W. Evans and Larry Doty, being residents of the County of Effingham, State of Illinois, and David Wayne Petty and Anthony Schlanser, being residents of the County of Fayette, State of Illinois, are each held and each firmly bound to the People of the State of Illinois for the use and the benefit of the Tri-County Fire Protection District, a municipal corporation, in the penal sum of FIVE THOUSAND DOLLARS (\$5,000.00), lawful money of the United States of America for the payment of which said sum we do hereby and herewith bind ourselves and our heirs, executors and administrators jointly and firmly and severally by these presents.

The condition of this obligation is such that, if the said Mark S. Wolf, one of the Trustees of the Tri-County Fire Protection District, a municipal corporation, shall well and truly and faithfully discharge each and all of the duties of his office as such Trustee of the Tri-County Fire Protection District according to law and does each and all of the acts by which may, at anytime hereafter, be required of him as such Trustee, by the appropriate authority, then, and in such event, this obligation shall be void and of no force and effect, otherwise the said bond is to remain in full force and effect.

IN WITNESS WHEREOF, each of us have hereunto affixed his hand and seal this 17 day of MARCH, 2014.



[Redacted signature]

Mark S. Wolf, Trustee of the Tri-County Fire Protection District and Principal of this Bond

[REDACTED]  
David Wayne Petty  
Security on this Bond

[REDACTED]  
Jeffrey W. Evans  
Security on this Bond

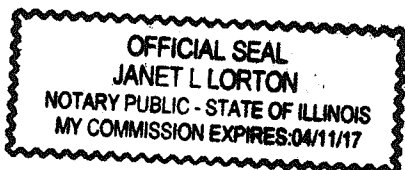
[REDACTED]  
Larry Doty  
Security on this Bond

[REDACTED]  
Anthony Schlanser  
Security on this Bond

STATE OF ILLINOIS       )  
COUNTY OF Effingham )

I, the undersigned, being a notary public in and for the said County do hereby and herewith certify that Mark S. Wolf, David Wayne Petty, Jeffrey W. Evans, Larry Doty and Anthony Schlanser, who are personally known to me to be residents of the Tri-County Fire Protection District, a municipal corporation, and each of the said persons are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, being the Bond of Trustee, and each of the said persons signed and acknowledged said instrument to be the free and voluntary act of each of them and each acknowledged that they have executed the bond for the uses and purposes set forth therein.

Given under my hand and notarial seal this 17th day of March, 2014.



My commission expires:

4-11-2017

[REDACTED]  
Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF SHELBY. )

BEFORE THE MEMBERS OF  
THE COUNTY BOARD  
SHELBY COUNTY, ILLINOIS


IN THE MATTER OF THE TRI-COUNTY )  
FIRE PROTECTION DISTRICT, A )  
MUNICIPAL CORPORATION. )

**OATH OF TRUSTEE**

TRUSTEE, Mark S. Wolf, being first duly sworn on his oath according to law, states as follows:

That this affiant, Mark S. Wolf, is a Trustee of the Tri-County Fire Protection District, a municipal corporation, organized and existing under the laws of the State of Illinois, and that this affiant was duly and regularly appointed by the appropriate appointing authority as set out in 70 ILCS 705/4, as the Trustee of the said District on April 9, 2014, and that in accordance with said appointment I am to serve for a term ending on the day preceding the first Monday in May, 2017, or until my successor is appointed and qualifies.

That the undersigned, Mark S. Wolf, 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 Tri-County Fire Protection District, a municipal corporation.

  
Mark S. Wolf, Trustee of the Tri-County Fire Protection District, a Municipal Corporation

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Effingham )

Subscribed and sworn to before me this 17th day of March, 2014, by Mark S. Wolf.



  
Notary Public

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

2014-17

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 JOHN H. BELDON will expire on the first Monday in May, OF THIS YEAR, and it is necessary to appoint a successor, and,

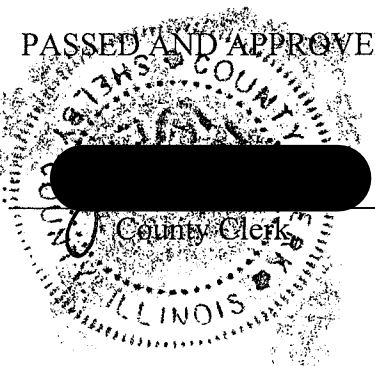
WHEREAS, the said TRUSTEE has consented to serve another term as trustee, and,

WHEREAS, the Chairman of the County Board has appointed JOHN H. BELDON to serve a full three year term as trustee commencing the first Monday in May, 2014, 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 JOHN H. BELDON 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 14 day of April, 2014

Attest:



  
Chairman, Shelby County Board



IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT OF ILLINOIS

SHELBY COUNTY, ILLINOIS

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

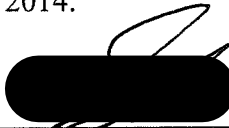
ORDER OF APPOINTMENT

This cause coming on to be heard for the annual appointment of Trustee, pursuant to the authority granted in 70 ILCS 705/4(3), and it appearing that JOHN H. BELDON was heretofore appointed for the term ending the first Monday of May, 2014; and it further appearing that JOHN H. BELDON, being a resident in said District and a resident of the State of Illinois, is qualified to act as such Trustee and is willing to accept such appointment and has heretofore tendered his oath and bond in the penal sum of \$500.00;

NOW, THEREFORE, IT IS ORDERED that JOHN H. BELDON is hereby appointed to serve as Trustee for said District for the term ending the first Monday of May, 2017, or until his successor has been appointed or otherwise qualified to act.

IT IS FURTHER ORDERED that the oath and bond heretofore tendered by JOHN H. BELDON is hereby approved.

PASSED this 5th day of April, 2014.

  
Chairman of the County Board,  
Shelby County, Illinois.

ATTEST:

  
Shelby County Clerk.

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT OF ILLINOIS

SHELBY COUNTY, ILLINOIS

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

OATH

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF SHELBY )

I, JOHN BELDON, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of a Trustee of the STRASBURG FIRE PROTECTION DISTRICT, SHELBY COUNTY, ILLINOIS, according to the best of my ability.


  
JOHN BELDON

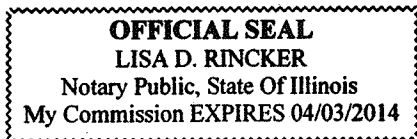
Signed and sworn to before me this

24 day of March, 2014.

  
Notary Public

Approved by me April 9th, 2014.

  
Chairman, Shelby County Board



COPY

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT OF ILLINOIS

SHELBY COUNTY, ILLINOIS

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

OFFICIAL BOND


We JOHN H. BELDON as principal, and TIM LENZ and TRAVIS DOLLARHIDE as sureties, all of the County of Shelby and State of Illinois, are held and firmly bound unto the People of the State of Illinois, in the penal sum of FIVE HUNDRED and 00/100 DOLLARS (\$500.00), for the payment of which well and truly to be made, we bind ourselves, and each of us, our heirs, executors and administrators, and each of them, jointly, severally and firmly by these presents on May 5, 2014.


THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas, the said JOHN H. BELDON has been duly appointed Trustee in and for the Strasburg Fire Protection District, Shelby County, Illinois.


NOW, THEREFORE, if the said JOHN H. BELDON shall justly and fairly account for and pay over all moneys that may come into his hands, by virtue of his said office, and shall well and truly perform all and every act and duty enjoined upon him by the laws of this State, to the best of his skill and ability, then this obligation to be void, otherwise to remain in full force and effect.

Signed, Sealed and Delivered in the Presence of

  
Dustin L. Probst, Attorney for District

  
John H. Beldon, Principal

  
Travis Dollarhide, Surety

  
Tim Lenz, Surety

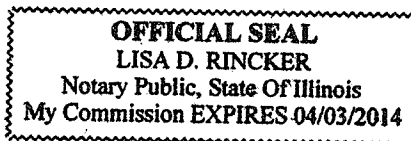
STATE OF ILLINOIS     )  
                                      ) ss  
COUNTY OF SHELBY     )

I, Lisa D Rincker, a Notary Public hereby certify that John H. Beldon, Travis Dollarhide and Tim Lenz who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes as therein set forth.

Dated this 24 day of March, 2014.



Notary Public



IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT OF ILLINOIS

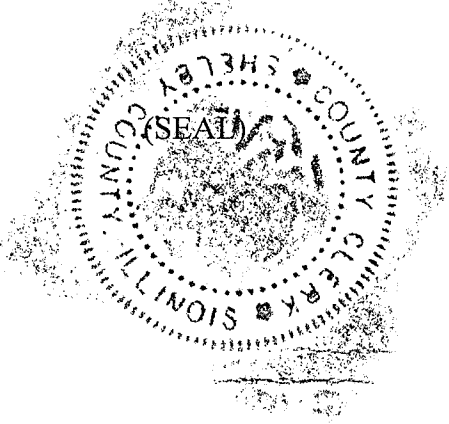
SHELBY COUNTY, ILLINOIS


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

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that JOHN H. BELDON 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, 2014, and that said appointment was approved by the County Board of Shelby County on the 9<sup>th</sup> day of April, 2014.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 9<sup>th</sup> day of April, 2014.



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

RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE FOR THE  
STEWARDSON FIRE AND AMBULANCE PROTECTION DISTRICT

2014-18

WHEREAS, the STEWARDSON FIRE AND AMBULANCE PROTECTION DISTRICT, is a duly organized and operating fire protection district contained within the Counties of Shelby and Effingham, State of Illinois, but not wholly within a single township or municipality, and,

WHEREAS, 70 ILCS 705/4(a)(4)(B), 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 MIKE KESSLER will expire on the first Monday in May, OF THIS YEAR, 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 MIKE KESSLER to serve a full three year term as trustee commencing the first Monday in May, 2014, 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 MIKE KESSLER to serve as Trustee for the STEWARDSON FIRE AND AMBULANCE 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 5<sup>th</sup> day of April, 2014

Attest:

County Clerk

Chairman, Shelby County Board

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT OF ILLINOIS

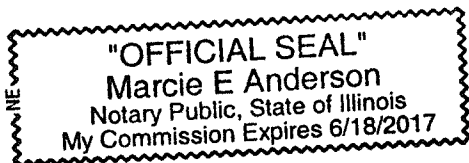
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF THE )  
STEWARDSON FIRE AND AMBULANCE ) No. 66-17  
PROTECTION DISTRICT )

OATH

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF SHELBY )


I, MIKE KESSLER, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of a Trustee of the STEWARDSON FIRE AND AMBULANCE PROTECTION DISTRICT, SHELBY AND EFFINGHAM COUNTIES, ILLINOIS, according to the best of my ability.




  
MIKE KESSLER

Signed and sworn to before me this

28<sup>th</sup> day of February, 2014.

  
Notary Public

Approved by me April 9, 2014.

  
Chairman, Shelby County Board

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT OF ILLINOIS

SHELBY COUNTY, ILLINOIS

IN THE MATTER OF THE )  
STEWARDSON FIRE AND AMBULANCE ) No. 66-17  
PROTECTION DISTRICT )


ORDER OF APPOINTMENT

This cause coming on to be heard for the annual appointment of Trustee, pursuant to the authority granted in 70 ILCS 705/4(3), and it appearing that MIKE KESSLER was heretofore appointed for the term ending the first Monday of May, 2014; and it further appearing that MIKE KESSLER, being a resident in said District and a resident of the State of Illinois, is qualified to act as such Trustee and is willing to accept such appointment and has heretofore tendered his oath and bond in the penal sum of \$500.00;

NOW, THEREFORE, IT IS ORDERED that MIKE KESSLER is hereby appointed to serve as Trustee for said District for the term ending the first Monday of May, 2017, or until his successor has been appointed or otherwise qualified to act.

IT IS FURTHER ORDERED that the oath and bond heretofore tendered by MIKE KESSLER is hereby approved.

PASSED this 14 day of April, 2014.

  
Chairman of the County Board,  
Shelby County, Illinois.

ATTEST:

  
Shelby County Clerk.



COPY

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT OF ILLINOIS

SHELBY COUNTY, ILLINOIS

IN THE MATTER OF THE )  
STEWARDSON FIRE AND AMBULANCE ) No. 66-17  
PROTECTION DISTRICT )

OFFICIAL BOND


We, MIKE KESSLER as principal, and LARRY SYFERT and JOHN FREDERICK as sureties, all of the County of Shelby and State of Illinois, are held and firmly bound unto the People of the State of Illinois, in the penal sum of FIVE HUNDRED and 00/100 DOLLARS (\$500.00), for the payment of which well and truly to be made, we bind ourselves, and each of us, our heirs, executors and administrators, and each of them, jointly, severally and firmly by these presents on May 5, 2014.


THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas, the said MIKE KESSLER has been duly appointed Trustee in and for the Stewardson Fire and Ambulance Protection District, Shelby and Effingham Counties, Illinois.

NOW, THEREFORE, if the said MIKE KESSLER shall justly and fairly account for and pay over all moneys that may come into his hands, by virtue of his said office, and shall well and truly perform all and every act and duty enjoined upon him by the laws of this State, to the best of his skill and ability, then this obligation to be void, otherwise to remain in full force and effect.

Signed, Sealed and Delivered in the Presence of

  
Dustin L. Probst, Attorney for District

  
Mike Kessler, Principal

  
Larry Syfert, Surety

  
John Frederick, Surety

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT OF ILLINOIS

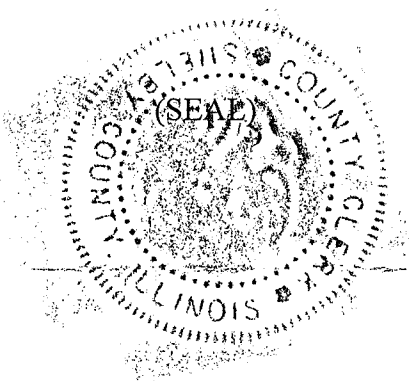
SHELBY COUNTY, ILLINOIS


IN THE MATTER OF THE )  
STEWARDSON FIRE AND AMBULANCE ) No. 66-17  
PROTECTION DISTRICT )

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that MIKE KESSLER was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE STEWARDSON FIRE AND AMBULANCE PROTECTION DISTRICT beginning on the first Monday in May, 2014, and that said appointment was approved by the County Board of Shelby County on the 9<sup>th</sup> day of April, 2014.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 9<sup>th</sup> day of April, 2014.



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

2014-19

RESOLUTION APPROVING THE APPOINTMENT OF TRUSTEE  
FOR THE COWDEN FIRE PROTECTION DISTRICT

WHEREAS, THE COWDEN 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 JESSICA BOEHM will expire on the first Monday IN MAY OF THIS YEAR, and KEVIN KERSEY has been nominated to serve the next term, and

WHEREAS, the Chairman of the County Board has appointed KEVIN KERSEY to serve a full three-year term as trustee commencing the first Monday in May, 2014, 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 KEVIN KERSEY to serve as Trustee for the COWDEN 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 5th day of April, 2014.

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


ATTEST: SHS COUN

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

APPOINTMENT OF TRUSTEE FOR  
THE COWDEN 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 **KEVIN KERSEY** as Trustee for the **COWDEN 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, 2014, 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 9th day of April, 2014.

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

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

IN THE MATTER OF )  
THE COWDEN FIRE PROTECTION DISTRICT ) NO. 76-MC-1

**TRUSTEE'S BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, KEVIN KERSEY as Principal,  
and Kyle Dunaway and Jessica Boehm 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 COWDEN 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 3 day of April, 2014.

  
Principal

  
Surety

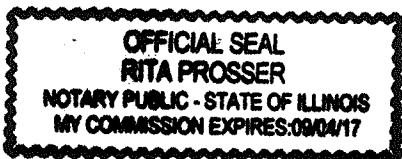
  
Surety

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 KEVIN KERSEY and Kyle Dunaway and Jessica M. Boehm  
\_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the  
foregoing 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 3<sup>rd</sup> day of April, 2014.

  
Notary Public



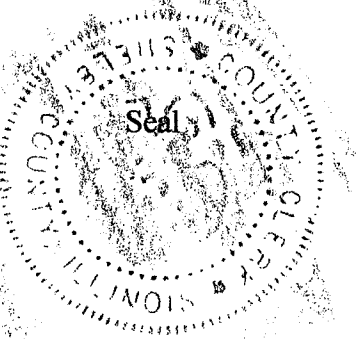
IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT  
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF )  
THE COWDEN FIRE PROTECTION DISTRICT ) NO. 76-MC-1

**CERTIFICATE OF APPOINTMENT**

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that **KEVIN KERSEY** was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three-year term beginning on the first Monday in May, 2014, as trustee of THE COWDEN FIRE PROTECTION DISTRICT, and that said appointment was approved by the County Board of Shelby County on the 9<sup>th</sup> day of April, 2014.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 9<sup>th</sup> day of April, 2014.



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


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

IN THE MATTER OF )  
THE COWDEN FIRE PROTECTION DISTRICT ) NO. 76-MC-1

**OATH OF OFFICE**

I, KEVIN KERSEY, do solemnly swear that I will faithfully perform the duties of a Trustee of the COWDEN 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 3 day of April, 2014.

  
\_\_\_\_\_


SUBSCRIBED AND SWORN TO before me this 3<sup>rd</sup> day of April, 2014.

  
\_\_\_\_\_

Notary Public



BOND APPROVED: \_\_\_\_\_

  
Chairman, Shelby County Board

2014-20

RESOLUTION APPROVING THE APPOINTMENT OF TRUSTEE  
FOR THE COWDEN FIRE PROTECTION DISTRICT

WHEREAS, THE COWDEN 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 PATRICK DOTY will be vacated effective the first Monday IN MAY OF THIS YEAR, and BRIAN WEST has consented to serve the duration of Doty's term, and

WHEREAS, the Chairman of the County Board has appointed BRIAN WEST to serve the remainder of the three-year term as trustee commencing the first Monday in May, 2014, 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 BRIAN WEST to serve as Trustee for the COWDEN 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 5th day of April, 2014.

  
Chairman, Shelby County Board

ATTEST:

  
County Clerk





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

IN THE MATTER OF )  
THE COWDEN FIRE PROTECTION DISTRICT ) NO. 76-MC-1

**OATH OF OFFICE**

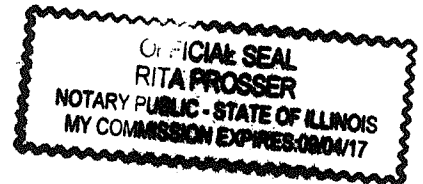
I, BRIAN WEST, do solemnly swear that I will faithfully perform the duties of a Trustee of the COWDEN FIRE PROTECTION DISTRICT, and that I will do and perform all acts required of me by law to the best of my ability.

Dated this 3 day of April, 2014.

[Redacted Signature]

SUBSCRIBED AND SWORN TO before me this 3<sup>rd</sup> day of April, 2014.

[Redacted Signature]  
Notary Public



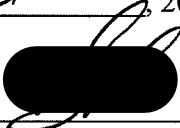
BOND APPROVED:

[Redacted Signature]  
Chairman, Shelby County Board

APPOINTMENT OF TRUSTEE FOR  
THE COWDEN 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 **BRIAN WEST** as Trustee for the **COWDEN FIRE PROTECTION DISTRICT**, with the advice and consent of the County Board, to serve the remaining three-year term previously held by **PATRICK DOTY** that commenced on the first Monday in May, 2012, and direct that 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 9th day of April, 2014.

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

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

IN THE MATTER OF )  
THE COWDEN FIRE PROTECTION DISTRICT ) NO. 76-MC-1

**TRUSTEE'S BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, BRIAN WEST as Principal, and  
Kyle Dunaway and Jessica Boehm 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 COWDEN 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 3 day of April, 2014.

[Redacted Signature]

Principal

[Redacted Signature]

Surety

[Redacted Signature]

Surety

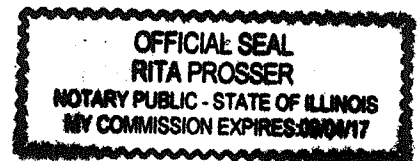
STATE OF ILLINOIS )  
COUNTY OF SHELBY) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby  
certify that BRIAN WEST and Kyle Dunaway and Jessica A. Boehm  
, personally known to me to be the same persons whose names are subscribed to the foregoing  
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 3rd day of April, 2014.

[Redacted Signature]

Notary Public



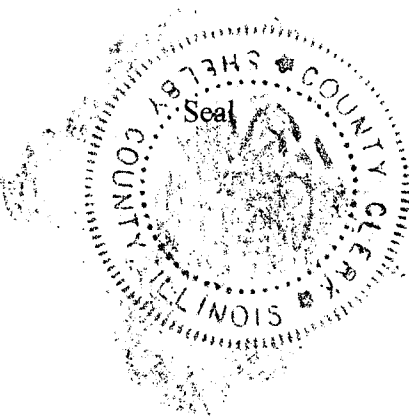
IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT  
SHELBY COUNTY, ILLINOIS


IN THE MATTER OF )  
THE COWDEN FIRE PROTECTION DISTRICT ) NO. 76-MC-1

**CERTIFICATE OF APPOINTMENT**

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that **BRIAN WEST** was appointed by the Chairman of the County Board of Shelby County, Illinois, to serve the remainder of a full three-year term that began on the first Monday in May, 2012, as trustee of THE COWDEN FIRE PROTECTION DISTRICT, and that said appointment was approved by the County Board of Shelby County on the 9<sup>th</sup> day of April, 2014.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 9<sup>th</sup> day of April, 2014.



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

RESOLUTION APPROVING THE APPOINTMENT OF TRUSTEE  
FOR THE TOWER HILL FIRE PROTECTION DISTRICT

WHEREAS, THE TOWER HILL 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 FLOYD HINTON will expire the first Monday IN MAY OF THIS YEAR, and DONALD SELBY has been nominated to serve the next term, and

WHEREAS, the Chairman of the County Board has appointed DONALD SELBY to serve a full three-year term as trustee commencing the first Monday in May, 2014, 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,

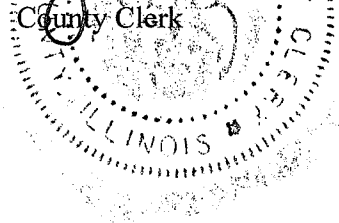
NOW THEREFORE, be it resolved by the County Board of Shelby County, Illinois, that the Chairman's appointment of DONALD SELBY to serve as Trustee for the TOWER HILL FIRE PROTECTION DISTRICT, is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties.

PASSED AND APPROVED this 9th day of April, 2014.

  
Chairman, Shelby County Board

ATTEST:

  
County Clerk



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

IN THE MATTER OF  
THE TOWER HILL FIRE  
PROTECTION DISTRICT

)  
)  
)

NO. 1985-MC-1

**OATH OF OFFICE**

I, DONALD SELBY, do solemnly swear that I will faithfully perform the duties of a Trustee of the TOWER HILL FIRE PROTECTION DISTRICT, and that I will do and perform all acts required of me by law to the best of my ability.

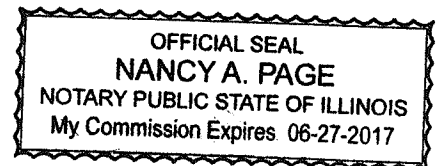
Dated this 9 day of APRIL, 2014.

[Redacted Signature]

SUBSCRIBED AND SWORN TO before me this 9 day of APRIL, 2014.

[Redacted Signature]

Notary Public



BOND APPROVED: \_\_\_\_\_

[Redacted Signature]  
Chairman, Shelby County Board

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

IN THE MATTER OF  
THE TOWER HILL  
FIRE PROTECTION DISTRICT

)  
)  
)

NO. 1985-MC-1

**CERTIFICATE OF APPOINTMENT**

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that **DONALD SELBY** was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three-year term beginning on the first Monday in May, 2014, as trustee of THE TOWER HILL FIRE PROTECTION DISTRICT, and that said appointment was approved by the County Board of Shelby County on the 9<sup>th</sup> day of April, 2014.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 9<sup>th</sup> day of April, 2014.



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

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

IN THE MATTER OF  
THE TOWER HILL  
FIRE PROTECTION DISTRICT

)  
)  
)


NO. 1985-MC-1

**TRUSTEE'S BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, DONALD SELBY as Principal,  
and ROBERT AMLING and ROGER PAULEY 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 TOWER HILL 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 8 day of April, 2014.

  
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 DONALD SELBY and Robert Amling and Roger Pauley,  
personally known to me to me to be the same persons whose names are subscribed to the foregoing  
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 8 day of April, 2014.

  
Notary Public

OFFICIAL SEAL  
NANCY A. PAGE  
NOTARY PUBLIC STATE OF ILLINOIS  
My Commission Expires 06-27-2017


418C



APPOINTMENT OF TRUSTEE FOR  
THE TOWER HILL 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 **DONALD SELBY** as Trustee for the **TOWER HILL 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, 2014, 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 9<sup>th</sup> day of April, 2014.

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

Penny Standerfer  
1426 State Hwy 16  
Shelbyville, IL 62565-4467

April 2, 2014

Mr. Bruce Cannon, Chairman  
Shelby County Board  
P.O. Box 230  
Shelbyville, IL 62565

Re: Shelbyville Fire Protection District Trustee Reappointment

Dear Mr. Cannon:

I am currently serving as trustee of the Shelbyville Fire Protection District. My three year term on the Board ends this May and by this letter, I am requesting that I be reappointed to the Board of Trustees of the District for a term of three years, ending May 2017.

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) 433-8737.

Sincerely,



Penny Standerfer

cc: Jessica Fox, Shelby County Clerk

FILED  
APR 08 2014  
*Jessica Fox*  
SHELBY COUNTY CLERK

SHELBY COUNTY, ILLINOIS

OATH OF OFFICE AS FIRE PROTECTION DISTRICT TRUSTEE

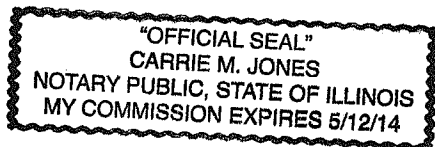
The undersigned, having been duly appointed to the office of Trustee of the Shelbyville Fire Protection District does herewith on oath, after being first duly sworn, state and confirm that she will faithfully discharge the office of Trustee of the Shelbyville Fire Protection District, Shelby County,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

  
Penny Standerfer

STATE OF ILLINOIS       )  
                                      ) SS.  
COUNTY OF SHELBY     )

Subscribed and sworn to before me, a Notary Public, this 3rd day of  
April, 2014.

  
Notary Public



PETITION TO THE CHAIRMAN AND COUNTY BOARD

OF

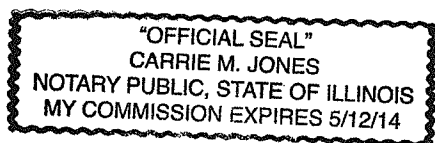
SHELBY COUNTY, ILLINOIS


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 she 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.

  
Penny Standerfer

STATE OF ILLINOIS       )  
                                      ) SS.  
COUNTY OF SHELBY     )

Subscribed and sworn to before me, a Notary Public, this 3rd day of  
April, 2014



  
Notary Public

SHELBY COUNTY, ILLINOIS

BOND OF FIRE PROTECTION DISTRICT TRUSTEE

The undersigned, **Penny Standerfer** principal, and Jeff Standerfer, as surety, and Carissa Rueff, as surety, jointly and severally, do herewith bind ourselves to the People of the State of Illinois in the penal sum of \$ 500.00 that the said principal will faithfully discharge her obligations and duties as a Trustee of the Shelbyville Fire Protection District.

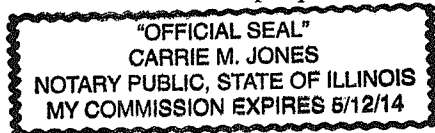
  
Principal / **Penny Standerfer**


  
Surety / **Jeff Standerfer**

  
Surety **Carissa Rueff**

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF SHELBY    )

On the 3rd day of April, 2014, there did appear before me, a Notary Public, **Penny Standerfer** **Jeff Standerfer** and **Carissa Rueff**, 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.



  
Notary Public

APPROVED:

  
Chairman, Shelby County Board

Date: 4/9/2014

Shelby County Treasurer  
Monthly Report of Investments  
1-Apr-14  
Bank Balance: \$11,884,807.82

Passbooks, Money Markets, & Certificates of Deposits		Checking & Cash
\$ 641,529.59	MMD	
\$ 1,807,441.76	MMD General Fund	\$ 2,000.00
\$ -		
\$ -	County Payroll Clearing	\$ 26,450.30
\$ -		
\$ -	Section 105 Claims	\$ 2,000.00
\$ -		
\$ 87,458.53	PB County Health Fund	\$ -
\$ -	CD	
\$ 20,905.44	MMD County Health-TB	\$ -
\$ 37,778.81	MMD	
\$ 57,105.81	MMD Animal Control Fund	\$ -
\$ 23,517.79	MMD	
\$ 90,087.74	PB Ambulance Fund	\$ -
\$ 152,865.57	MMD	
\$ 1,189,718.39	MMD Mental Health Fund	\$ -
\$ -		
\$ 1,316,506.15	PB IMRF Fund	\$ -
\$ -		
\$ 277,286.48	PB Social Security Fund	\$ -
\$ 54,631.27	CD & MMD	
\$ 42,731.57	PB Indemnity Fund	\$ -
\$ -		
\$ 586.37	PB Court Security Fund	\$ -
\$ -		
\$ 123,608.74	MMD County Bridge Fund	\$ -
\$ -		
\$ 92,936.58	PB County Highway Fund	\$ -
\$ -		
\$ 40,620.68	MMD FASM Fund	\$ -
\$ -		
\$ 622,426.58	MMD County Motor Fuel Tax Fund	\$ -
\$ -		
\$ 4,889.06	PB Tourism Fund	\$ -
\$ 97,629.19	CD & MMD	
\$ 278,017.87	PB Probation Fund	\$ -
\$ -	CD & MMD	
\$ 64,729.01	PB Assist Court Fund	\$ -
\$ -		
\$ 1,819.22	PB Law Library Fund	\$ -
\$ -		
\$ 57,866.69	PB Automation Fund	\$ -
\$ -		
\$ 134,098.92	PB Recording Fund	\$ -
\$ -		
\$ 669.47	PB Drug Traffic Fund	\$ -
\$ 65,290.91	CD	
\$ 11,241.63	MMD Airport Fund	\$ 1,237.63
\$ -		
\$ 62,623.35	PB CEFS	\$ -
\$ 242,588.94	CD & MMD	
\$ 710,175.62	MMD Home Nursing Fund	\$ -
\$ -		
\$ -	W.I.C. Fund	\$ 43,670.74
\$ -		
\$ 319,237.82	MMD Local Bridge Fund	\$ -
\$ -		
\$ -	Township Bridge Fund	\$ 61,250.70
\$ -		
\$ -	Township Construction Fund	\$ 369.13

\$ -	MMD		
\$ 1,121,804.70	MMD	Township Motor Fuel Tax	\$ -
\$ -			
\$ 1,149.75	PB	Estate Tax Fund	\$ -
\$ -			
\$ 276,284.23	PB	Minor Unknown Heirs Fund	\$ -
\$ -			
\$ 1,760.76	PB	Probation Drug Testing	\$ -
\$ 42,605.81	MMD		
\$ 220,478.85	PB	Drainage Fund	\$ 1,631.54
\$ -			
\$ 36,675.15	PB	Document Storage Fund	\$ -
\$ 82,312.30	MMD		
\$ 46,967.37	PB	Misc County Health Fund	\$ -
\$ 27,084.47	MMD		
\$ 5,594.99	PB	Litigation Fund	\$ -
\$ 208,859.10	CD		
\$ 232,045.81	PB	Revolving Loan Fund	\$ -
\$ -			
\$ 13,827.09	PB	Victim Impact Panel Fund	\$ -
\$ -			
\$ 771.14	PB	States Attorney Forf Fund	\$ -
\$ -			
\$ 7,582.02	PB	Rescue Squad Fund	\$ -
\$ -			
\$ 21,957.54	PB	DUI Equipment Fund	\$ -
\$ -			
\$ 208,298.38	PB	GIS Fund	\$ -
\$ -	CD		
\$ 322,450.04	MMD	Capital Improvement Fund	\$ -
\$ -			
\$ -		Pet Population	\$ 17,505.53
\$ -			
\$ 16,782.79	MMD	EMA Special Fund	\$ -
\$ -			
\$ 1,038.06	PB	SA Automation Fund	\$ -
\$ -			
\$ 754.76	PB	Drug Court Fund	\$ -
\$ -			
\$ 590.03	PB	Tax Sale Automation Fund	\$ -
\$ -			
\$ -		County Health Petty Cash	\$ 135.64
\$ -			
\$ -		Probation Petty Cash	\$ 50.00
\$ -			
\$ -		County Treasurer Cash	\$ 5,000.00
			\$ 11,789,597.90

#### County Collector Accounts

Shelby County State Bank-Checking	\$ 250.79
Busey Bank-Checking	\$ 200.00
National Bank at Pana	\$ 114.05
First National Bank of Assumption	\$ 178.39
Community Banks of Shelby County-Cowden	\$ 249.74
Shelby County State Bank-Strasburg	\$ 221.33
First Federal Savings & Loan-Shelbyville	\$ 164.27
Busey Bank-Real Estate Tax Trust Account	\$ 1,394.04
Shelby County State Bank-Shelbyville-Money Market	\$ 2,005.46
Busey Bank-Money Market	\$ 87,744.77
Ayars State Bank-Moweaqua	\$ 135.94
Shelby County State Bank-Findlay	\$ 209.79
First National Bank of Pana	\$ 250.58
Peoples Bank of Pana	\$ 134.55
Prairie National	\$ 186.94
Shelby County State Bank-Windsor Branch	\$ 208.71
Dewitt Federal Savings & Loan-Moweaqua	\$ 159.17
Sigel Community Bank	\$ 233.42
Shelby County State Bank-Moweaqua	\$ 162.41
Illinois Epay	\$ 1,005.57
	\$ 95,209.92

420A

CERTIFICATE OF DEPOSITS

April 1, 2014

General Fund(001) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>641,529.59</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>37,778.81</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>23,517.79</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>152,865.57</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>9,631.27</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>97,629.19</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>117,588.94</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>82,312.30</u>
Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 8/8/2014	
.15% Interest	\$ <u>45,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 8/14/2014	
.30% Interest	\$ <u>125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151	
.35% Interest	\$ <u>208,859.10</u>
Airport(022)	\$ <u>65,290.91</u>
TOTAL	\$ <u>1,607,003.47</u>