

June 4, 2014

**SHELBY COUNTY BOARD MEETING AGENDA**

**June 11, 2014 – 9:00 A. M. in Courtroom B**

1. Call to Order –Prayer- Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Dennis Shiley, CIPT Transportation Director- FY 2015 Combined Federal Section 5311 Non-Metro Operating Assistance and Downstate Operating Assistance Application and Grant Agreement and Resolution
5. Chairman Bruce Cannon – Resolution for 2014 Prevailing Wage
6. County Highway Engineer Alan Spesard – Highway Engineer's Report: Petition from Tower Hill Road Commissioner to Replace Culvert, Petition from Ash Grove Road Commissioner to Replace Culvert, Petition from Holland Township Road Commissioner to Replace Bridge, Agreement with Engineering Firm to Design Bridge Replacement in Richland Township
7. Zoning Administrator/EMA Coordinator/PCOM Jared Rowcliffe – Zoning/EMA/PCOM Reports; Resolution showing Appreciation to Rod Dilley, Chief of the Shelby County Rescue Squad, and Scott Enkoff, Commander of the Shelby County Dive Team for their years of Service and Volunteerism to Shelby County
8. Committee Reports
9. Chairman Updates
10. Chairman Appointments
11. Correspondence
12. Public Body Comment
13. Adjournment

Please silence cell phones during the Board meeting.

**Prayer this morning is given by Pastor John Curtis of Cornerstone Community Fellowship in Shelbyville**

## SHELBY COUNTY BOARD MEETING

June 11, 2014 – 9:00 A.M.

The Shelby County Board met on Wednesday, June 11, 2014, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Bruce Cannon called the meeting to order. John Curtis, Minister of Cornerstone Community Fellowship Church in Shelbyville gave the prayer and all present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll.

Minutes for the May 14, 2014 county board meeting were presented for approval. Mulholland made motion to approve the minutes as presented. Warren seconded said motion, which passed by voice vote (20 yes, 0 no).

Dennis Shiley, Director for Central Illinois Public Transportation (CIPT), addressed the Board requesting approval for the Fiscal Year 2015 Combined Federal Section 5311 Non-Metro Operating Assistance and Downstate Operating Assistance Application and Grant Agreement and Resolution.

Clark made motion to approve the 5311 Operating Assistance Application, Grant Agreement and Resolution. Hunter seconded said motion, which passed by voice vote (20 yes, 0 no) (Application, Agreement and Resolution attached to these minutes).

Chairman Cannon submitted the annual Prevailing Wage Resolution to the Board. Williams made motion to approve the 2014 Prevailing Wage Resolution. Warner seconded said motion, which passed by voice vote (19 yes, 1 voting no- Wetherell). (Resolution attached to these minutes).

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

Alan Spesard, County Highway Engineer presented for the board's approval 3 petitions and 1 agreement. The first petition for approval was a request from the Tower Hill Township Highway Commissioner to replace a rusted out pipe culvert located 2 miles north of Tower Hill at a cost of \$2,000.00 to be split equally between the Township and County. Simpson made motion to approve the Petition to replace a culvert in Tower Hill Township. Warner seconded said motion, which passed by voice vote (20 yes, 0 no). (Petition attached to these minutes).

The next 50/50 petition presented was a request from the Ash Grove Highway Commissioner to replace a box culvert 6 miles southeast of Windsor at a cost of \$2,500.00. Behl made motion to approve the Petition to replace a box culvert in Ash Grove Township. Strohl seconded said motion, which passed by voice vote (20 yes, 0 no). (Petition attached to these minutes).

The final petition for approval was a request from the Holland Township Highway Commissioner to replace a Bridge that was closed following an IDOT inspection due to structural deficiencies. This Bridge is located 5 miles southwest of Stewardson and will be replaced with tank cars at a cost of \$23,000.00 to be split equally between the Township and County. Wetherell made motion to approve the Petition to replace a bridge in Holland Township. Warren seconded said motion, which passed by voice vote (20 yes, 0 no). (Petition attached to these minutes).

Spesard next presented an Engineering Agreement between the County and Rhutasel and Associates, Inc. from Centralia, for engineering services to replace the closed Richland Township Bridge located 2 miles northwest of Strasburg. Durbin made motion to approve the agreement for engineering services. Lenz seconded said motion, which passed by voice vote (20 yes, 0 no). (Agreement attached to these minutes).

In continuing with Highway Department updates, Spesard reported that construction is set to begin immediately on the Lakewood Township Bridge and construction on the Ash Grove Bridge that began last year has also resumed. The highway department recently made 2100 tons of cold mix to be used on roads throughout the County and for some of the townships. A State bid letting will take place on June 13<sup>th</sup> for a bridge in Holland Township approved for construction a few years ago. Work continues on the Findlay/Assumption intersection and the east/west road is now open and the north/south road should be open within the week.

Zoning Administrator/EMA Coordinator/PCOM Jared Rowcliffe highlighted the Zoning/EMA/PCOM report previously mailed to the Board for their review. Next, Rowcliffe presented 2 Resolutions honoring Rod Dilley, Chief of the Shelby County Rescue Squad and Scott Enkoff, Commander of the Shelby County Dive Team for their years of service to Shelby County. Both Dilley and Enkoff are retiring from their positions this year. Dilley has been with the Rescue Squad for 22 years, while Enkoff has been with the Dive Team for 11 years. Both Dilley and Enkoff said they would remain part of the Rescue Squad and Dive Team, but in a lesser capacity. Clint Stiner will be taking over the Rescue Squad as Chief and Austin Pritchard will become Commander of the Dive Team. Both Stiner and Pritchard have the experience and training necessary to assume these leadership roles. Dilley and Enkoff were presented with plaques and a round of applause by the County Board.

Williams made motion approving the Resolution honoring Dilley and Enkoff for their years of service to Shelby County. Gergeni seconded said motion, which passed by voice vote (20 yes, 0 no). (Resolutions attached to these minutes).

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

Animal Control Chair Jordan reported that the Animal Control Municipal Contracts will be presented next month for the County Board's approval.

**Shelby County Board Meeting**  
**June 11, 2014**

Regional Office of Education Committee Chair Kearney referred the Board to the minutes of the ROE meetings that had been held in March and May. She reported on the ROE building roof repairs and stated the Budget Committee will have figures to review at their next meeting on June 18<sup>th</sup>.

Legislative Committee Chair Ameling said that Committee would meet on June 19<sup>th</sup> to review Closed Minute meetings from the past 6 months.

Budget Committee Chair Cannon stated that the Budget Committee will meet Wednesday, June 18<sup>th</sup> to continue review of the County's fiscal year 2014 – 2015 budget.

Under Chairman Updates, Cannon informed the Board he had spoken with a Janet Jones from Pontiac whose 52 year old husband Paul Jones had died in Windsor in July of 2012 of a heart attack. Windsor Ambulance had picked up Mr. Jones and taken him to the Windsor Fire Department, where Coroner Brian Green pronounced him dead. She informed Cannon that she felt Coroner Green had not fully investigated her husband's death, felt Coroner Green "lacked compassion" and wanted to know what recourse if any the County Board could impose. Cannon stated he had informed Ms. Jones that the Coroner was elected by the people of Shelby County and the County Board did not have control over how the Coroner handled his cases. Cannon also sympathized with Ms. Jones, stating anytime a loved one dies, especially a loved one in their 50's, it is hard to not be upset and question how various situations involving the deceased were handled by those involved.


Chairman Cannon requested the following re- appointments to the County Health Board:

Dr. Doris Bowers  
Mary Naber  
Barbara Bennett  
Odus Cheek  
Rick Travis

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

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

Clark made motion to assess mileage and per diem for the June meetings, to pay the bills/payroll as approved by the committees and adjourn until the next regular meeting to be held on July 9, 2014. Bennett seconded said motion, which passed by voice vote (20 yes, 0 no) and the meeting was adjourned at 9:42 A.M.

  
Jessica Fox  
Shelby County Clerk and Recorder

STATE OF ILLINOIS			ROLL CALL VOTES IN COUNTY BOARD											
SHELBY COUNTY														
June 11, 2014 REGULAR MEETING														
			ROLL CALL			QUESTIONS								
				6/11/2014	7/2014	ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.		AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE
217	AMLING, ROBERT	35	✓											
110	BARR, KENNETH	50	✓											
116	BEHL, ROBERT H.	42	✓											
117	BENNETT, BARBARA	40	✓											
45	CANNON, BRUCE	26	✓											
133	CLARK, GLENN "DICK"	12	✓											
99	CRUITT, DAVID		✓											
214	DURBIN, JESSE	12	✓											
105	GERGENI, GARY	26	✓											
177	HAYDEN, RICHARD	44	✓											
144	HUNTER, ROBERT JR.	49	✓											
193	JORDAN, ROBERT N.	31	✓											
64	KEARNEY, KAY		✓											
206	LENZ, LARRY	26	✓											
7	MULHOLLAND, FRANK		✓											
221	SIMS, TERRY JOE	24	✓											
274	SIMPSON, ROBERT	32	✓											
46	STROHL, DON	45	✓											
4	WARNER, JOHN		✓											
329	WARREN, JAMES	28	✓											
44	WETHERELL, DALE	46	✓											
10	WILLIAMS, LYNN		✓											



## Shelby County 5311-DOAP Board Resolution

Resolution Number 2014-26

**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 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, Shelby County will provide all required local matching funds.


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

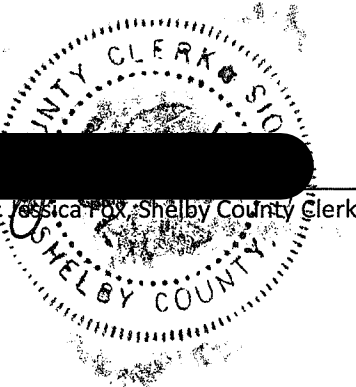
Section 4. That the Board Chairman of the Shelby County Board is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the 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 the 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 11 day of June, 2014

  
\_\_\_\_\_  
Bruce Cannon, Chairman  
Shelby County Board





# Illinois Department of Transportation

Division of Public and Intermodal Transportation  
100 West Randolph Street / Suite 6-600 / Chicago, Illinois / 60601

May 23, 2014

Bruce Cannon  
County Board Chairman  
Shelby County  
Shelby County Courthouse  
P.O. Box 3206  
Shelbyville, Illinois 62565

RE: Fiscal Year 2015 Combined Federal Section 5311 Non-Metro Operating Assistance and Downstate Operating Assistance Application and Grant Agreement

Contract No. 4561

State Grant No. OP-15-37-FED

Dear Mr. Cannon:

This is to acknowledge that the Illinois Department of Transportation, Division of Public & Intermodal Transportation has received Shelby County's Fiscal Year 2015 Combined Section 5311 Non-Metro Operating Assistance and Downstate Operating Assistance Application. Pursuant to Section 5311 of the Federal Transit Act as amended, (49 U.S.C. Section 5311) and the Downstate Public Transportation Act, (30 ILCS 740/2-1 et seq.), the Department is reviewing the information provided in your application and final approval will be forthcoming. In the meantime, if further review reveals any questions regarding the FY15 application, you will be notified under separate cover and asked to provide additional information.

As part of the Division's Operating Assistance Streamlining Initiative, the Department is forwarding an electronic pdf version of your agency's FY15 Combined Section 5311 Non-Metro and Downstate Operating Assistance Grant Agreement. The agreement provides your agency's programmed Federal 5311 apportionment and estimated Downstate appropriation. The agreement provides the State amount estimated for your agency utilizing the proposed changes in the Downstate Public Transportation Act. The change removes the automatic 10 percent increase and provides that for Fiscal Year 2015 and thereafter, a percentage increase over the maximum established for the preceding year equal to the percentage increase in the net revenue realized under the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailers' Occupation Tax Act in the preceding fiscal year, except that if there is a decrease in the net revenue realized under these Acts, the maximum established shall be equal to the maximum established the preceding year. Therefore, in FY15 the change results in an increase of 1.67 percent which the Department utilized for the purpose of identifying the maximum funding available to your agency even if your application budget supports a smaller eligible reimbursement amount.

County of Shelby  
May 23, 2014  
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Please note under the Downstate Public Transportation Act, 30 ILCS 740/2-7(b), your agency's actual reimbursement will be 65% of its FY 2015 actual eligible operating expense up to the amount appropriated to the Illinois Department of Transportation relative to your agency in the State of Illinois FY 2015 Budget and is also subject to all other limitations in the agreement.

For your reference, we are also enclosing our minimum language requirements for the legal *Opinion of Counsel* and *Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement* (Board Resolution). Upon receipt of the partially executed agreements, the required Opinion of Counsel, and the board resolution, we will secure the necessary Department signatures and return a signed agreement for your files.

Due to the Division's Operating Assistance Streamlining Initiative for the grant agreement, new combined Downstate Operating Assistance Program (DOAP) and 5311 Board Resolutions and combined Opinions of Counsel are required. Signatures for these new documents must be obtained and originals attached to your agency's partially executed grant agreements.

Please print out two copies of the attached agreement and have your agency's authorized representative:


- Sign and date his/her signature on page 38;
- Print or type his/her name and title on page 38;
- Sign and date both copies of Exhibits F and G; and
- Return both copies of the above, with **original signatures**, to the Department along with the Opinion of Counsel and the Board Resolution authorizing this grant agreement.

The partially executed agreements should be returned to Ms. Karen Strell, Section Chief, Northern Illinois Operating Programs. You may include 1<sup>st</sup> quarter pay requests with the agreement although we cannot process the payments until the agreement is both fully executed and obligated by the Comptroller's office. Should you have any questions regarding this agreement, please contact your assigned project manager. Upon receipt of the partially executed agreements, we will secure the necessary Department signatures. Once the State's FY15 budget is formally adopted by signature of the Governor, we will return a signed agreement for your files and begin obligating the contracts and processing payments.

County of Shelby  
May 23, 2014  
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Please contact Karen Strell, Section Chief, Northern Illinois Transit Operating Programs at 312-793-5230 or by email at [Karen.Strell@illinois.gov](mailto:Karen.Strell@illinois.gov) if you have any questions regarding this matter.

Sincerely,

A black rectangular redaction box covers the signature of John J. Marrella. There are some faint blue ink marks around the box.

John J. Marrella,  
Bureau Chief of Transit Operations

Enclosures

cc: Jared Rowcliffe, Program Compliance Oversight Monitor  
Kevin Bushur, Chief Operations Manager, C.E.F.S. Economic Opportunity Corporation

Section 5311-DOAP Opinion of Counsel

**Opinion of Counsel**

I, the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and am counsel for and attorney for the (Name of Grantee) ("Grantee"). In this capacity, my opinion has been requested concerning the eligibility of the (Name of Grantee) for grant assistance under the provisions of the Downstate Public Transportation Act (30 ILCS 740/2-1 *et seq.*) ("Act") and 49 U.S.C. § 5311 ("Section 5311"). I have also reviewed the Section 5311-Downstate Operating Assistance Grant Agreement, Contract No. (\_\_\_\_), Grant No. (\_\_\_\_) ("Agreement") tendered by the State of Illinois ("State") to the Grantee. I hereby advise as follows:

1. The Grantee is an eligible "Participant" as defined in the Act and a "Subrecipient" as defined in Section 5311.
2. There are no provisions in the Grantee's charter or by-laws or in the laws or rules of the State, the United States of America, or any unit of local government that preclude or prohibit the Grantee from entering into the Agreement.
3. The Grantee is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.
4. I have no knowledge of any pending or threatened litigation, in either Federal or State courts which would adversely affect this application, or which seeks to prohibit the Grantee from contracting with the State for the purpose of receiving a State operating assistance grant.

Based upon the foregoing, I am of the opinion that the Grantee is an eligible Participant under the provisions of the Act and an eligible Subrecipient under Section 5311, and that it is fully empowered and authorized to enter into this Agreement and to accept the grant from the State.

Signature: \_\_\_\_\_  
(Attorney's Name)

Attorney for: (Name of Grantee)

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

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF PUBLIC and INTERMODAL TRANSPORTATION  
AND  
SHELBY COUNTY

NON-METRO AREA TRANSPORTATION  
OPERATING, OPERATING CAPITAL AND ADMINISTRATIVE ASSISTANCE  
(49 USC § 5311)  
&  
DOWNSTATE PUBLIC TRANSPORTATION OPERATING ASSISTANCE  
(30 ILCS 740/2-1 et seq.)  
GRANT AGREEMENT

CONTRACT NO. 4561  
STATE GRANT NO. OP-15-37-FED  
FEDERAL GRANT NO. IL-18-X031  
CFDA NO. 20.509  
FEDERAL PROGRAM: SECTION 5311

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Exhibit A, entitled " Section 5311/Downstate Operating Assistance Combined Application" (on file at the Department)

Exhibit B, entitled "Approved Project Budget" (on file at the Department)

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

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

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

Exhibit F, entitled "School Bus Certification"

Exhibit G, entitled "Drug Free Workplace Certification"



This Contract No. 4561 (hereinafter referred to as "Agreement") is made by and between the Illinois Department of Transportation, Division of Public and Intermodal Transportation, (hereinafter referred to as the "State" or "Department") and Shelby County (hereinafter referred to as the "Grantee" which term shall include its successors and assigns).

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

WHEREAS, the Department has applied under Section 5311 of the Federal Transit Act, as amended, (49 U.S.C. Section 5311), to the Federal Transit Administration (hereinafter "FTA") for federal operating, capital and administrative assistance for this Project; and

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

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

WHEREAS, the Grantee has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 *et seq.*, hereinafter the "Act"); the Department's implementing regulations thereunder (92 Illinois Administrative Code Part 653, hereinafter the "Rules") and the forms included in the Department's current "Downstate Public Transportation Operating Assistance Program" (hereinafter the "Standard Forms"); and

WHEREAS, the Department has approved the Grantee's application and has certified to the Illinois Department of Revenue the Grantee's boundaries and its eligibility to participate under the Act; and

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

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

## ITEM 1 - DEFINITIONS

As used in this Agreement:

- A. "AICPA" means the American Institute of Certified Public Accountants.
- B. "Contractor" or "Third Party contractor" means or refers to a vendor or contractor retained by the Grantee in connection with the performance of the Project, and paid or financed, in whole or in part, with funds received by the Grantee in connection with this Agreement.
- C. "FHWA" means the Federal Highway Administration of the United States Department of Transportation.
- D. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- E. "Government" means both the government of the United States of America and/or the State of Illinois.

- F. "Non-Metro", "Non-Urbanized" refer synonymously to any area outside an urbanized area with a population of less than 50,000 inhabitants, as defined by the U.S. Bureau of the Census.
- G. "OMB" means the U.S. Office of Management and Budget.
- H. "Project" means the mass transportation project for which grant funds are to be used by the Grantee pursuant to this Agreement, as described in Grantee's final approved application.
- I. "Project Costs" means the sum of eligible costs incurred in performing the work on the Project, including work done by the Grantee, less proceeds from sale of scrap and replaced assets.
- J. "Project Facilities" means any asset, including but not limited to fixed facilities, rolling stock, equipment, real property, and office furniture, purchased with funds paid to the Grantee pursuant to this Agreement.
- K. "Section 5311" refers to the "Formula Grants for Rural Areas" section of the Federal Transit Act of 1992, as amended. See 49 U.S.C. Section 5311. "Section 5311" may also include subsection 5311(f) involving "Intercity Bus Transportation." See 49 U.S.C. Section 5311(f).
- L. "U.S. DOT" means the United States Department of Transportation.

## ITEM 2 – THE PROJECT

The Grantee agrees to provide, or cause to be provided through its contractor(s), the public transportation services described in the Grantee's final approved application, program of proposed expenditures ("POPE"), and the service plan on file at the Department's offices and subsequent submittals, information, and documentation, provided by the Grantee in support thereof, all as approved by Department representatives. The Grantee's application and service plan are incorporated into this Agreement and made a part hereof as Exhibit "A".

## ITEM 3 - AMOUNT OF GRANT

For eligible operating expenses incurred during state fiscal year 2015 (hereinafter referred to as "fiscal year"), the Department shall fund the following:

- A. pursuant to 49 USC 5311, up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Grantee (and/or Grantee's contractor) to reimburse the Grantee for the provision of public transportation and intercity bus service, as approved by the Department for the Project, up to the amount as stated in the Approved Project Budget (hereinafter "Federal Funds"). The maximum amount of Federal Funds for the Project under this Agreement is \$383,697. The method for determining the intercity bus portion of the project shall be in accordance with the Department's guidelines, as from time to time adopted.
- B. pursuant to 30 ILCS 740/2-3, -7, sixty-five percent (65%) of Grantee's eligible operating expenses, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2015, (hereinafter "State Funds"), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7(b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for fiscal year 2015 does not exceed Grantee's actual operating deficit for that year. The estimated amount of State Funds for the Project under this Agreement is \$740,666.

In no event shall the Department's funding participation under this Agreement exceed the total Department Grant available for the Project. The maximum amount of the operating and administrative assistance for the Project under this Agreement (Federal and State Funds) is estimated to be \$1,124,363.

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

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

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

The Grantee shall carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the latest Approved Project Budget. A copy of the Approved Project Budget (Exhibit B) is on file at the Department. Budget line items may be adjusted by the Grantee with prior notification of the Department. However, any amendment to the Approved Project Budget should be in accordance with the provisions of ITEM 35. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

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

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

The Parties hereto further agree that the entire Agreement consists of this document, entitled "Non-Metro Area Transportation Operating, Capital and Administrative Assistance Grant Agreement," together with Exhibit A, entitled, "Section 5311/Downstate Operating Assistance Combined Application" (on file at the Department); Exhibit B, entitled "Approved Project Budget" (on file at the Department); Exhibit C, entitled "Certifications and Assurances for Federal Transit Administration Assistance Programs," (on file at the Department); Exhibit D, entitled "Grantee's Board Resolution" (on file at the Department); Exhibit E, entitled "Section 5333b Special Warranty," (on file at the Department); Exhibit F, entitled "School Bus Certification;" Exhibit G, entitled "Drug Free Workplace Certification," all of which are, by this reference, incorporated herein and made a part hereof.

#### **ITEM 6 – REVERSION OF GRANT FUNDS**

- A. Illinois Grant Funds Recovery Act - The Federal Funds in this Grant are subject to the Illinois Grant Funds Recovery Act, 30 ILCS 705/1. This Agreement is valid through June 30, 2015, and grant funds are available to the Grantee for costs incurred by the Grantee until said date unless the Department, at its discretion, grants an extension of time. Any grant funds which are not expended or legally obligated by the Grantee at the end of this Agreement or by the expiration of the period of time grant funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Department within 45 days. Project close-out shall be in accordance with the Project Settlement & Close-Out ITEM of this Agreement. This date is subject to further revision at the sole determination and discretion of the Department.

Pursuant to Section 4 of the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., for the Federal Funds, the Grantee agrees to comply with the quarterly reporting requirements set forth by the

Department. In the event that the Grantee fails to comply with the reporting requirements, the Department has the right to withhold or suspend the reimbursement of grant funds to the Grantee.

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

Since the State Funds in this Grant are being disbursed by the State Comptroller pursuant to an appropriation made by the General Assembly to a named entity or person, the State Funds are not subject to the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq.

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

#### **ITEM 7 - ACCOMPLISHMENT OF THE PROJECT**

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

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

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

To ensure the Grantee meets this requirement, the Grantee shall designate a Program Compliance Oversight Monitor ("PCOM"), who must be either 1) an employee(s) of the Grantee; 2) an employee(s) of a unit of local government with whom the Grantee has entered into an intergovernmental agreement for rural public transportation service; or 3) a shared employee(s) between two grantees who receive 5311 and/or rural DOAP funds directly from the Department with contiguous service areas, whereby the employee prepares separate reports and maintains separate records for each grantee, has no real or apparent conflict of interest, as defined in Item 12, and is pre-approved in writing by the Department. A mass transit district may appoint its director to be the PCOM.

All direct 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 PCOM shall be responsible for the following:

1. General Program Knowledge - The PCOM shall possess proficiency in areas including, but not limited to:
  - a. Relevant federal and state grant program(s) purpose and funding; and
  - b. State and federal public transportation capital and operating grant requirements.
2. Public Transportation Service Plan - The PCOM shall develop and update, as needed, a Public Transportation Service Plan ("PTSP") that is approved in writing by the Department. In the SCMP, the Grantee shall provide the following:
  - a. A list of all of the public and specialized transportation service providers, Human Services Transportation Plan ("HSTP") Coordinators, and stakeholders within the Grantee's 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 multi-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 within the Grantee's 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 complaint procedures; and
  - e. Any additional information requested by the Department.
3. Monitoring - The PCOM shall monitor and analyze the following:
- a. The level and performance of public transportation service being provided by the Grantee and/or its operator(s), if any, within the Grantee's territorial boundaries. The 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;
  - 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 within the Grantee's territorial boundaries. For the service contracts, the PCOM shall monitor the revenues received and the number of trips provided. The 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;
  - 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 the Department.
4. Complaint Procedures - The 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 PCOM shall assist in all of the Department's program reviews and audits of the Grantee and its operator(s), if any, and attend all meetings between the Grantee and the Department.
6. Training - The 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 Department.
7. Public Transportation Account - On forms provided by the Department, the PCOM shall monitor the Public Transportation Account ("PTA"), which is defined in Item 13, by identifying and tracking deposits and withdrawals into and out of the PTA, the interest earned, and the balance of funds in the account.
8. Reporting - The 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 Department that is submitted with the Grantee's 4th Quarter Actual Requisition. The Grantee shall provide the Department copies of the quarterly report at the request of the Department. 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 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 pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;
- d. For the annual report to the Department, 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 Department.

## ITEM 8 - REQUISITIONS AND PAYMENTS

- A. Federal and State Funds - The Grantee shall submit requisitions for Federal and State Funds. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Department of the eligibility of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Department will make a final determination as to eligibility of any payments made to Grantee only after the Grantee's independent audit has been submitted to the Department and the State has issued its "Review of the Grantee's Independent Audit" report.

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

- B. Federal Funds - The following provisions shall apply to requisitions and payments for Federal Funds:
  1. Requests for Payment of Federal Funds by the Grantee - The Grantee must submit written quarterly requisitions for the reimbursement of eligible costs, and the Department will honor any properly submitted requests in the manner set forth in this ITEM. In order to receive Federal Fund payments pursuant to this Agreement, the Grantee must:
    - a. complete, execute and submit to the Department requisition forms supplied by the Department in accordance with the instructions contained therein;
    - b. submit to the Department, as requested, an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period and vouchers, invoices, or other documentation, satisfactory to the Department, to substantiate these costs;
    - c. where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with any Government payments, to cover all costs incurred through the end of the requisition period;

- d. have submitted all financial, progress reports, and performance data currently required by the Department; and
  - e. have received approval by the Department for all budget amendments required to cover all costs to be incurred through the end of the requisition period.
  - f. Quarterly requisitions of the actual operating expenditures and deficit incurred during the quarter for reimbursement pursuant to this Agreement shall be submitted to the Department within thirty (30) days following the close of the quarter. A fourth quarter requisition of the actual operating expenditures and deficit incurred during the quarter shall be submitted to the Department by August 1.
2. Payment of Federal Funds by the Department - Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of the requisition form and the accompanying information in form satisfactory to the Department, the Department will process the Federal Fund requisition, provided that the Grantee is not in violation of any of the terms of this Agreement, has satisfied the Department of its need for the funds requested during the requisition period, and is making progress, satisfactory to the Department, towards the timely completion of the Project. If all of these circumstances are found to exist, the Department will reimburse apparent eligible costs incurred or to be incurred during the requisition period) by the Grantee, from time to time, but not in excess of the maximum Federal Fund amount of the Grant provided in Item 3. Federal Fund requisitions may not be submitted more frequently than quarterly, unless approved by the Department in writing. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Department of the eligibility of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Department will review the Grantee's independent audit and make a final determination as to eligibility of any payments made to Grantee only after the independent audit has been approved by the Department.
- C. Payments of State Funds by the Department - The Department shall process up to a total of five State Fund payments, comprising of a combination of advance, reimbursement or reconciling payments, to Grantee upon the timely receipt of quarterly expense and revenue submitted on the Department's prescribed forms. State Fund payments will be processed upon the Department determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application and the Act.

Grantees shall have the flexibility to request:

1. an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Department;  
or
2. a reimbursement for actual quarterly expense and revenue incurred; or
3. a combination of both.

Advance State Fund payments may not be processed by the Department, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No State Fund payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Department and the Grantee and filed with the Office of the Comptroller.

Grantee shall file actual expense and revenue incurred in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> quarters by December 1, March 1, May 1, and August 1, respectively.

The Grantee shall adjust State Fund payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests.



Grantee agrees that payment shall not constitute a final determination by the Department of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Department reserves the right to offset any payment to satisfy any monetary claims that the Department may have outstanding against Grantee.

D. Eligible Costs - In addition to the other requirements of this Agreement, to be considered "eligible" for payment purposes of Federal and State Funds, the costs and charges for which reimbursement has been sought must have been actually incurred by the Grantee or its contractors; be documented to the satisfaction of the Department; meet the criteria set forth in the applicable provisions of the Department's 5310/5311 Grants Management Manual, as revised from time to time; and meet all of the requirements set forth below:

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

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

1. State Funds - For the State Funds only, in addition to the criteria set forth in the Department's 5310/5311 Grants Management Manual, the following is an eligible cost:

- i. non-rolling stock-equipment purchases that are less than \$10,000.

E. Ineligible Costs - In determining the eligibility for reimbursement of any cost incurred by the Grantee, in addition to ineligible costs set forth in federal and state law and their corresponding rules, the Department will exclude: (i) costs that are not properly documented, actually incurred for the Project, or not allocable to the Project in accordance with the requirements of this Agreement; (ii) all Project costs incurred by the Grantee prior to or after the state fiscal year identified in ITEM 3 of this Agreement or other date specifically authorized by the Department; (iii) costs incurred by the Grantee which are not provided for in the latest Approved Project Budget; and (iv) except as otherwise provided in Department guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Department. Notwithstanding any State laws or rules to the contrary, costs that are ineligible by federal law for Federal Funds are also ineligible for State Funds.

F. Excluded Costs - Upon notification to the Grantee that specific amounts are owed to the Government, whether for federal claims or state claims for funds recovered from a third party or elsewhere, for excess payments, or for ineligible costs, the Grantee agrees to remit to the Government promptly the amount owed, including any interest due.

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

1. For claims pursuant to the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 et seq., the Grantee agrees that the interest will be calculated in accordance with the provisions of joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Parts 901.9(a)-(g).
2. For excess payments made by the Government to the Grantee that do not qualify as a "claim" for purposes of the Debt Collection Act of 1982, as amended, the Grantee agrees that the amount of interest depends on whether or not the Grantee is a state instrumentality.

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

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

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

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

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

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

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

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

Facilities are withdrawn from use in transit service or when Project Facilities are used in a manner substantially different from the representation made by the Grantee in its Application.

The Grantee shall keep satisfactory records with regard to the use of the Project Facilities and shall submit to the Department upon request such information as the Department may require in order to assure compliance with this ITEM, and the Grantee shall immediately notify the Department in all cases where Project Facilities are used in a manner substantially different from that described in the Grantee's final, approved application. The Grantee shall maintain in amount(s) and form satisfactory to the Department, such insurance or self-insurance as will be adequate to protect Project Facilities throughout the period of required use. The cost of such insurance shall not be an item of eligible cost under this Agreement. The Grantee shall also submit, from time to time, to the Department upon request, a certification that the Project Facilities are still being used in accordance with the terms of this Agreement and further certify that no part of the local contribution to the cost of the Project has been refunded or reduced.

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

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

C. Transfer of Project Facilities

1. Grantee Request - The Government agrees that the Grantee may transfer Project Facilities financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used solely for public purposes, with no further obligation to the Government, provided that the transfer is approved, in advance, by the Department (and the Federal Transit Administration, where required), and conforms with the requirements of 49 U.S.C. Section 5334(h)(1) through 5334(h)(3).
  2. Government Direction - The Grantee agrees that the Government may require the Grantee to transfer title of any Project Facilities financed in whole or in part with federal assistance made available by this Agreement, to the Government or as directed by the Department. The Grantee also agrees that the Government may direct the disposition of Project Facilities financed with federal assistance funds made available under this Agreement, as set forth by 49 CFR Parts 18.31 and 18.32.
- D. Withdrawn Property - If any Project Facilities are not used in public transit service for the duration of their useful life as determined by the Department, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Department thereof at least 30 calendar days prior to a planned withdrawal and not later than 30 days following misuse or casualty loss.

1. Federal and/or State Interest in Property - Unless otherwise approved by the Government in the above circumstances, the Grantee agrees to remit to the Department the Government interest in the fair market value, if any, of the Project Facility or any item of the Project Facilities whose unit value exceeds \$5,000, at the option of the Department. The portion of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Facility to the actual cost of the Project. In the event the Project Facility is prematurely destroyed by fire, casualty, or natural disaster, the Grantee may, alternatively, fulfill its responsibilities with respect to the damaged facilities, by investing an amount equal to the value of the remaining Government interest in like-kind facilities that are eligible for assistance within the scope of the Project.
2. Fair Market Value - The following requirements apply to the calculation of fair market value:
  - a. Project Facilities - Unless otherwise approved in writing by the Department, the fair market value of the particular Project Facilities involved will be the value as of the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by one of the following methods: (1) appraised value consistent with state standards and federal standards (49 CFR Part 24); (2) on a straight line depreciation of the Project Facilities, based on a useful life approved by the Department irrespective of the reason for withdrawal of Project Facilities from transit use, or (3) the actual proceeds from the public sale of such property. The particular method, in each instance, shall be approved by the Department with an objective to obtain the highest fair market value. Any appraiser employed for such purposes shall have experience in appraising similar project equipment and facilities in accordance with state and federal standards. The fair market value of any of the Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of such Project Facilities immediately before the casualty or fire, irrespective of the extent of insurance coverage.
  - b. Exceptional Circumstances - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that the Government approve the use of another reasonable method of determining fair market value, including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the particular Project Facilities that, for any reason, have been withdrawn from service.
- E. Disposition of Property - After the end of its useful life, if any Project Facility funded through this Agreement is planned to be disposed of, the Grantee shall notify the Department thereof not later than 30 days prior to its planned disposition.
- F. Misused or Damaged Property - If damage to any Project Facilities results from abuse, neglect, or misuse that has taken place with the Grantee's knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore those Project Facilities to their original condition, at the Grantee's sole expense, or refund the fair market value of the Government interest in such damaged Project Facility.
- G. Obligations After Project Close-Out - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Agreement and as required by 49 CFR Parts 18.31 and 18.32.
- H. Encumbrance of Project Property - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:
  1. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any of the Project Facilities; or

2. Obligating itself in any manner to any third party which could result in an encumbrance of any of the Project Facilities.

- I. Insurance Proceeds - If the Grantee receives insurance proceeds as a result of damage or destruction to the Project Facilities, the Grantee agrees to (i) apply those insurance proceeds to the cost of replacing the damaged or destroyed Project Facilities, (ii) apply such insurance proceeds towards the Project, if agreed to in writing by the Department, or (iii) return to the Department an amount equal to the remaining Government interest in the damaged or destroyed Project Facilities.

## ITEM 11 - PROCUREMENT

- A. Contracts -- Unless directed otherwise by the Department in writing, the Grantee must provide the Department notice of at least ten (10) business days before executing or obligating itself to any contract funded with assistance provided through this Agreement for goods and property costing between \$300 and \$5,000 and any contract funded with assistance provided through this Agreement for services below \$100,000. All contracts funded with assistance provided through this Agreement for services for \$100,000 or more must be approved by the Department prior to the Grantee executing or obligating itself to such contract. Failure to notify the Department may result in the expense being deemed an ineligible cost pursuant to this Agreement. Any such contract or subcontract shall contain all of the required contract clauses, if any, provided pursuant to this Agreement, and conform to the requirements of FTA 4220.1E "Third Party Contracting Requirements" November 1, 2008 and any later revisions thereto and 49 CFR § 18.36 or at §§ 19.40 through 19.48, and other applicable federal regulations pertaining to third party procurements and subsequent amendments thereto. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open and competitive procurement for each contract as required by state and federal law. No change or modification of the scope or cost shall be made to any such approved contract without prior Departmental approval in writing.
- B. Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by federal and state law, the Grantee agrees and shall require all of its contractors for the Project to agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. Section 5323(h).
- C. Award to Other Than the Lowest Bidder - In accordance with 49 U.S.C. § 5325(c), the Grantee may award a third party contract to other than the lowest responsive responsible bidder in connection with a procurement, only when such award furthers an objective (such as improved long-term operating efficiency and lower costs) consistent with the purposes of 49 U.S.C. Chapter 53, and any implementary regulations that FTA may issue.
- D. Award to Responsive and Responsible Contractors. In compliance with 49 U.S.C. § 5325(j), the Grantee agrees to award third party contracts only to those contractors possessing the ability to successfully perform under the terms of the proposed procurement. Before awarding a third party contract, the Grantee agrees to consider:
1. The third party contractor's integrity;
  2. The third party contractor's compliance with public policy;
  3. The third party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any; and
  4. The third party contractor's financial and technical resources.
- D. Force Account - FTA and the Department reserve the right to refuse or limit their participation in force account costs.

- E. Capital Leases - To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto and state capital leasing guidelines.
- F. Buy America - Each third party contract utilizing FTA assistance must conform with 49 U.S.C. Section 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661 and any later amendments thereto. The Grantee has read and signed the Buy America Certification (as part of Exhibit C) and will incorporate its provisions as a part of every relevant third-party contract.
- G. Cargo Preference - Use of United States Flag Vessels - The Grantee agrees to comply with 46 CFR Part 381 and to insert the substance of those rules in all applicable contracts issued pursuant to this Agreement.
- H. Preference for Recycled Products - To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- I. Bus Testing - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 CFR Part 665, and any amendments to those regulations that may be promulgated.
- J. Geographic Restrictions - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Department and FTA.
- K. Third Party Disputes or Breaches - The Grantee agrees to pursue all legal rights available to it in the enforcement and defense of any third party contract, and FTA and the Department reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA and the Department of any current or prospective major dispute pertaining to any third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA and the Department before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Grantee will credit the Project account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive FTA's or the Department's immunity to suit.
- L. Fly America - The Grantee will comply with 49 U.S.C. Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- M. Steel Products - The Grantee shall comply with the applicable provisions of the Steel Products Act, 30 ILCS 565, when procuring such products for construction projects funded by state funds.
- N. National Intelligent Transportation Systems Architecture and Standards - To the extent applicable, the Grantee shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, § 5307(c), 23 U.S.C. § 512 note, and the provisions of FTA Notice "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives.
- O. Operating Capital - (Equipment and Supplies between \$300 and \$5,000). The Grantee agrees to follow the procedures and practices for the treatment of Operating Capital costs as set forth in the Department's guidelines contained in the Section 5310/5311 State Management Plan and any other policies or procedures which the Department may issue from time to time. For the purposes of

carrying out the Project, the Grantee is to treat certain Operating Capital costs according to the Department's Operating Capital guidelines as follows:

1. Operational Support costs are those eligible Operating Capital items or activities that each have a total cost of \$300 or less; require documentation for audit purposes; need not be recorded in the Grantee's Capital Asset Inventory; and do not require prior Department concurrence and procurement procedures.
2. Equipment and Property costs are those eligible Operating Capital items or activities (exclusive of vehicles) that each have a total cost of between \$300 and \$5,000; must notify the Department before purchase; must be properly documented and recorded in the Grantee's Capital Asset Inventory; and must conform to Department specified procurement procedures .
3. Any equipment or property costing more than \$5,000 is deemed a capital purchase and an ineligible cost pursuant to this Agreement.

All capital projects funded through Operating Capital procedures must be used exclusively (100%) for Section 5311, 49 U.S.C. Section 5311 (formerly Section 18) transit purposes. The Grantee may use only up to 5% of its Section 5311 operating funds to fund the 50% share of Operating Capital costs for equipment and property between \$300 and \$5,000.

- P. Operating Capital Obligations, Expenditures and Control - To be eligible for reimbursement under this Agreement, eligible Operating Capital costs must be incurred during the fiscal year governed by this Agreement. Costs shall be considered incurred if the Grantee has obligated the funds by entering into a third-party agreement or completed a force account activity within the fiscal year governed by this Agreement. The Grantee shall maintain ownership of any capital asset purchased even if the user of the asset is an operating entity other than the Grantee. The Grantee must notify the Department (and provide supporting documentation satisfactory to the Department) at the time obligations are made and prior to payment to a vendor or contractor.

## ITEM 12 - ETHICS

### A. Code of Conduct

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

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

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

members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.
- B. Interest of Members of or Delegates to Congress - No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or any benefit therefrom.
- C. Bonus or Commission - The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant or Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or which contributes to the Project Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.
- D. False or Fraudulent Statements or Claims - The Grantee acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the Grantee the penalties of 18 U.S.C. § 1001; 49 U.S.C. § 5307; The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*; and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, as the Government may deem appropriate. The Grantee agrees to include this clause in all state and federal assisted contracts and subcontracts.
- E. Lobbying - The Grantee agrees that it will not use federal assistance to support federal or state lobbying and will not use federal funds to support activities designed to influence the U.S. Congress or the state legislature. The Grantee certifies that it has complied with 31 U.S.C § 1352, as amended by the Lobbying Disclosure Act of 1995 and 49 CFR Part 20. The Grantee has signed the attached Lobbying Certification (as part of Exhibit C) and will incorporate it in its applicable third party contracts and require a comparable certification from its contractors or subcontractors.
- F. Debarment - The Grantee agrees to comply with the requirements of Executive Orders No. 12549 and 12689 "Debarment and Suspension," 31 U.S.C. § n 6101 note, and U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget "Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The Grantee also agrees to obtain certifications on Debarment and Suspension from its third party contractors and subcontracts and otherwise comply with Government regulations. The Grantee has signed the attached Debarment certification (as part of Exhibit C).
- G. Bribery - Non-governmental grantees and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the such grantees or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the Grantee. Such grantees or third party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- H. Trafficking in Persons - To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its contractors and subcontractors with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. § 7104(g), and with "Trafficking Persons: Grants and Cooperative Agreements", 2 CFR Part 175.



## ITEM 13 - ACCOUNTING, RECORDS, AND ACCESS

- A. 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 a "PTA") in conformity with requirements established by the Department. The account(s) shall be in a federally insured bank or trust company.
- B. 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 Department pursuant to this Agreement, and all other funds provided for or otherwise received by the Grantee or its public transportation operator(s) on account of the Project and Project Facilities (hereinafter collectively referred to as "Project Funds"). Examples of such types 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 Department.

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

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 Department procedures.
- C. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Department.
- D. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.
- E. Record Retention - The Grantee shall maintain (and shall cause its contractors and subcontractors to maintain), for a minimum of three (3) years after the completion of the Agreement (which shall occur after the completion of settlement of audit findings), all books, records, and supporting documents to verify the amounts, receipts, disbursements, names of recipients, and uses of all funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Department, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, Grantee shall retain the records for three years after completion of the action and resolution of all issues arising from it. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Department for the recovery of any funds paid by

the Department under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

- F. Audit and Inspection - Pursuant to all applicable Office of Management & Budget Circulars, the Grantee shall permit, and shall require its contractors to permit, the Department or any other state or federal agency authorized to perform audits and inspections, to inspect all work, work sites, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Grantee and its contractors with regard to the Project as required by 49 U.S.C. § 5325(g). Grantee agrees to permit the Department to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board. The Department may also require the Grantee to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles.

The Department may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. The Grantee agrees to comply promptly with recommendations contained in the Department's final audit report.

1. Grantee's Independent Audit - Grantee shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of Ill. Admin. Code tit. 92, §§ 651.403, 653.410. The standards for selection of the auditor and the scope and contents of the audit are contained in Ill. Admin. Code tit. 92, §§ 651.403, 653.410; Grantee and its auditor shall become familiar with the pertinent sections of the Illinois Administrative Code and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 *et seq.*), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Department. Grantee's audit must include a schedule of operating revenues and expenses for the participant's grant contract period on forms prescribed by the Department. Grantee's independent audit shall be submitted to the Department no later than 180 days following the last day of the fiscal year. This deadline may be changed, at the discretion of the Department, to accommodate the participant's fiscal year periods or due to unforeseen circumstances.
- G. Reporting - At a minimum, the Grantee agrees to provide those reports required by the Department or U.S. DOT's grant management rules or guidelines and any other reports the Government may require, from time to time. Should the grant funds awarded under this Agreement equal or exceed \$25,000 in federal funding, including by addition of subsequent funds, the Grantee agrees to assist the Department in its compliance with the Federal Funding Accountability and Transparency Act (FFATA) Pub. L. 109-282, September 26, 2006, as amended by § 6202 of Pub. L. 110-252, June 30, 2008.
- H. Unused Funds - The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Department any unexpended balance of the Grant. Prior to close-out, however, the Department reserves the right to deobligate unspent funds.
- I. Access to Records of Grantees - The Grantee agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee pertaining to the Project, as required by 49 U.S.C. § 5325(g). The Grantee further agrees to provide, at as many tiers of the Project as required, sufficient access to records as needed for

compliance with federal regulations or to assure proper Project management as determined by the Government.

#### ITEM 14 – RIGHT OF DEPARTMENT TO TERMINATE

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

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

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

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

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

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

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

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

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

- A. An opinion of counsel, from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, stating the following:
  - 1. The Grantee is lawfully organized;
  - 2. the Grantee is an "eligible participant" in the Project;
  - 3. the Grantee has complied fully with the pertinent requirements of state and federal law, its charter, bylaws, and internal procedures in entering into this Agreement;
  - 4. the Grantee is legally authorized to enter into this Agreement;
  - 5. there is no pending litigation concerning the authority of the Grantee to enter into and carry out this Agreement; and
  - 6. this Agreement will be legally binding upon the Grantee;
- B. An executed copy of the most current FTA Certifications and Assurances, which is incorporated herein by reference as Exhibit C (on file at the Department); and

- C. A certified copy of the resolution or ordinance of the Grantee's governing board that authorizes execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions. Such certified copy is incorporated herein by reference as Exhibit D (on file at the Department).
- D. An executed Section 5333b Special Warranty which is incorporated herein by reference as Exhibit E (on file at the Department).

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

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

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

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

After approval thereof by the Department, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee, and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as provided in Department guidelines, unless such change or modification is specifically approved in writing by the Department.

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

In connection with any inspection on behalf of the Department under this Agreement the Grantee agrees to cooperate fully by making available to the Department reports of all prior inspections (including quality control and safety) and by performing such analyses and tests and furnishing of reports thereof as may be reasonably requested by the Department, and by allowing Department representatives to carry out any and all physical inspections of Project Facilities, examinations of Project records thereof, as may be requested, from time to time, by the Department. All such inspections shall be performed with minimum disruption or interference with the service provided or supported by this Agreement. The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee's responsibility to conform its work to this Agreement, to maintain and repair such Project Facilities, maintain its work schedule, and to meet any other obligation assumed by the Grantee hereunder.

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

The Grantee agrees to hold harmless and indemnify the Government, and its agents, officers and employees, from any and all losses, expenses, damages (including loss of use), suits, demands and claims arising out of or in connection with the Project and shall defend any such suit or action, whether at law or in equity, brought based on any alleged injury (including death) or damage. Grantee shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the Government and its officials, employees and/or agents in connection therewith. The Department agrees to promptly notify Grantee in writing of the assertion of any such claim, suit or act on in which the State or the Department is a defendant.

The Grantee agrees that it will maintain or cause to be maintained, at its own cost and expense, for the duration of the Project, such self-insurance or policies of insurance, as will protect the Grantee from any and all claims for damages to property (including applicable flood insurance) or for bodily injury (including death), which may arise from or in connection with the Project, and the Grantee shall at all times during

the Project maintain and furnish the Department with current certificate(s) evidencing all such required insurance coverage with the Government named as an additional insured and protected party where appropriate.

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

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

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

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

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

- A. General Labor Compliance - If applicable and except in a construction contract of \$2,000 or less, and except in a third party contract for supplies, materials or articles ordinarily available on the open market, the Grantee agrees to comply with the Labor Law Compliance provisions of the current Federal Capital Grant Master Agreement pertaining to the Project, if any, and all applicable state and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee also agrees to require every contractor doing construction work or performing professional or consulting services in connection with the Project to agree to such compliance, including compliance with the statutory requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and Copeland "Anti-Kickback" Act.
- B. Standard Public Transportation Employee Protective Arrangements - To the extent that FTA determines that public transportation operations are involved, the Grantee agrees to carry out the public transportation operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Grant and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Grantee's Project from which federal assistance is provided to support work on the underlying contract. The Grantee agrees to carry out that work in compliance with the conditions stated in the U.S. DOL's certification. The requirements of this subsection, however, do not apply to any agreement financed with federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, for projects for nonurbanized areas authorized by 49 U.S.C. § 5311, or projects for the over-the-road bus accessibility program authorized by § 3038 of the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended, and as amended

by § 3039 of SAFETEA-LU, 49 U.S.C. Section 5310 note. Alternative provisions for those projects are set forth below.

- C. Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas - If the grant involves transit operations financed in whole or in part with 49 U.S.C. § 5311 federal assistance, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor and the procedures implemented by U.S. DOL Guidelines in accordance with "Section 5333(b), Federal Transit Law," 29 CFR Part 215, or any revisions thereto.
- D. Employee Protective Arrangements for Projects Financed by Over-the-Road Bus Accessibility Program - To the extent applicable, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Over-the-Road Buss Accessibility Program agreed to by the U.S. Secretary of Transportation and Labor, and with the U.S. DOT guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any revisions thereto.
- E. Third Party Contracts - The Grantee agrees to include any applicable requirements of this ITEM in each contract and subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.
- F. The Grantee agrees to comply with the specific U.S. Department of Labor Transit Employee Protective Requirements referenced as Exhibit E (on file with the Department).

#### ITEM 24 - CIVIL RIGHTS

- A. Federal Nondiscrimination - The Grantee agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this Project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d *et seq.*; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12132 *et seq.*; Federal Transit Law at 49 U.S.C. § 5332, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21; and FTA Circular 4702.1A, "Title VI and Title VI – Dependent Guidelines for Federal Transit Administration Recipients", May 13, 2007.
- B. Federal Equal Employment Opportunity - The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA:
  - 1. General Requirements – The Grantee agrees as follows:
    - a. Discrimination Prohibited - In accordance with 42 U.S.C. § 2000e, 49 U.S.C. § 5332, the Grantee agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies including the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 *et seq.*, (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. No. 11246 Relating to Equal Employment Opportunity") that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.

- b. EEO Program Incorporated by Reference - If the Grantee is required to submit and obtain approval of its EEO program, that EEO program approved by the Government is incorporated by reference and made part of this Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee's eligibility to obtain future financial assistance in transportation projects.
2. Age - In accordance with 49 U.S.C. § 5332, the Grantee agrees to refrain from discrimination against present and prospective employees for reasons of age. The Grantee further agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, with U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Financial Assistance," 45 CFR Part 90, and with The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625.
3. Disabilities - In accordance with 42 U.S.C. Section 12112, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.
4. Sex - In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal regulations that may be promulgated.
5. Language Proficiency - In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order "Improving Access to Services for Persons with Limited English Proficiency", 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipient's Responsibilities to Limited English Proficiency Persons," 70 Fed. Reg. 74087, December 14, 2005
- C. Illinois Human Rights Act - The Grantee shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. It is understood that the term "contractor" shall also mean "Grantee." The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.



2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Grantee's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with such Act and Rules and Regulations, the Grantee will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  7. That it will include verbatim or by reference the provisions of this ITEM in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement/contract, the Grantee will be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the Department in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, the Grantee will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- D. Sexual Harassment - The Grantee will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.
- E. Disadvantaged Business Enterprise ("DBE") - To the extent required by federal law, regulation, or directive, the Department encourages all of its grantees to make a good-faith effort to contract with DBEs. Grantees who receive more than the minimal federal assistance threshold (currently Grantees receiving planning, capital, and/or operating assistance who will have contracting opportunities (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a federal fiscal year, see 49 CFR Part 26.21) agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

1. The Grantee agrees to comply with Section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto that may be issued during the term of this Agreement.
2. The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBE's have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*
3. The Grantee agrees to include the following clauses in all agreements between the Grantee and in all third party contracts funded in whole or in part with Government assistance:
  - a. "The Grantee or subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The (contractor or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S.DOT-assisted (contracts or agreements). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreement), that may result in the termination of this (contract or agreement) or such other remedy as the Department deems appropriate."
  - b. "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 60 days from the receipt of each payment the prime contractor receives from (the Grantee). The prime contractor agrees further to return retainage payments to each subcontractor within 60 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee). "

F. Disabilities

1. Americans with Disability Act (ADA) - The Grantee shall comply with all applicable state and federal requirements under the ADA.
2. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with 29 U.S.C. Section 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 *et seq.*; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, *et seq.*; and the following regulations and any amendments thereto:
  - a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
  - b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
  - c) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192 and 49 CFR Part 38;
  - d) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

- e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
  - f) U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
  - g) U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
  - h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
  - i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
  - j) U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194;
3. Over-the-Road Accessibility Program (OTRB) – The Grantee agrees to comply with the requirements of § 3038 of TEA-21, as amended by § 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. The Grantee also agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 35 CFR Part 1192 and 49 CFR Part 38.
- G. Confidentiality - Drug or Alcohol Abuse – To the extent applicable, the Grantee agrees to comply with the confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, 42 U.S.C. §§ 201 *et seq.*, and any amendments thereto.
- H. Seat Belt Use – The Grantee shall encourage on-the-job seat belt use policies and programs for its employees in accordance with U.S. Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note.
- I. Transportation Infrastructure Finance and Innovation Act – The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFA), with regard to any TIFA funds received by the Grantee.

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

## ITEM 25 - SEVERABILITY

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

## ITEM 26 - INTELLECTUAL PROPERTY

### A. Patent Rights

- 1. In accordance with 37 CFR Part 401, if any invention, improvement, or discovery of the Grantee or any of its third party contractors is conceived or first actually reduced to practice in

the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify the Department and FTA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.

2. The Grantee agrees to include this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.

**B. Rights in Data and Copyrights**

1. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.
2. The following restrictions apply to all subject data first produced in the performance of this Agreement:
  - a. Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.
  - b. As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, the Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:
    - (i) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
    - (ii) Any rights of copyright to which a grantee or a third party contractor purchases ownership with federal or state assistance.
3. When the Government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Department's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Department determines otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in subparagraph (B)(2) of this ITEM, the Government may make available to the Grantee and/or any third party contractor, or third party subcontractor, either the Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph (B)(1) of this ITEM and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.

4. Unless prohibited by state law, the Grantee agrees to indemnify, save and hold harmless the Government, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. However, the Grantee shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.
  5. Nothing contained in this ITEM pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Department and FTA under any patent.
  6. The requirements of subparagraphs (B)(2), (3), and (4) of this ITEM do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.
  7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs (B)(1) through (B)(6) of this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.
  8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.
- C. Export Control – The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

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

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

The Grantee agrees not to engage in either school bus or charter operations, and has further signed the certification referenced hereto as part of Exhibit C. If the Grantee or any operator violates the charter or

school bus agreement required by 49 U.S.C. § 5323(f), the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or U.S. DOT.

## ITEM 28 – LABOR PROVISIONS

- A. Nonconstruction Contracts - Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all nonconstruction contracts of \$2,500 let by the Grantee in carrying out the Project:
1. Contract Work Hours and Safety Standards - The requirements of the clauses contained in 29 CFR Part 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, and not to any of the other statutes cited in 29 CFR Part 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deduction made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
  2. Nonconstruction Subcontracts - The contractor or subcontractor shall insert in any subcontract the clauses set forth in 29 CFR Part 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR Part 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.
- B. State and Local Government Employees - The provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, as amended, apply to state and local government employees participating in the FTA assisted project with the Grantee.
- C. Illinois Public Works Preference Act - To the extent applicable and consistent with federal law, the Grantee shall include in all third party contracts the applicable provisions of the Illinois Public Works Preference Act, 30 ILCS 560.
- D. Employment of Illinois Workers - To the extent applicable and consistent with federal law, the Grantee agrees to include in all third party contracts the applicable provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570.

## ITEM 29 – SUBSTANCE AND ALCOHOL ABUSE /DRUG FREE WORKPLACE

The Grantee agrees to comply with the Illinois Drug Free Workplace Act 30 ILCS 580/1 *et seq.*, and U.S. DOT Drug-Free Workplace Act of 1988, , 41 U.S.C. §§ 701 *et seq.*, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, and with FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 U.S.C. § 5331 and any other guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and the Grantee has signed the Drug Free Workplace Certification referenced in this Agreement (as part of Exhibit C).

If applicable, the Grantee also agrees to comply with all aspects of the anti-drug and alcohol program outlined in the "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" regulation 49 CFR Part 655, that implement 49 U.S.C. § 5331, and to require contractors and subcontractors, when applicable, to do the same.

### ITEM 30 – ENVIRONMENTAL REQUIREMENTS

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

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

- A. Environmental Protection - To the extent applicable, the Grantee agrees to comply with: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*; Section 14 of the Federal Transit Act, as amended, , 49 U.S.C. App. Section 1610; the Council on Environmental Quality regulations, 40 CFR Parts 1500 *et seq.*; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.
- B. Air Quality – To the extent applicable, the Grantee agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:
  - 1. The Grantee agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.
  - 2. In the event the Grantee is an operator of large public transportation bus fleets, then the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air

Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

3. The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note.
- C. Use of Public Lands – To the extent applicable, the Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local significance may be used for the Project unless the federal Government makes the findings required by 49 U.S.C. Section 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.
- D. Wild and Scenic Rivers - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR Part 8350..
- E. Coastal Zone Management - To the extent applicable, the Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 *et seq.*
- F. Wetlands - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands", 42 U.S.C. §4321 note.
- G. Floodplains - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.
- H. Endangered Species and Fisheries Conservation - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 *et seq.*
- I. Historic Preservation - To the extent applicable, the Grantee agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment", 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c involving historic and archaeological preservation.
- J. Mitigation of Adverse Environmental Effects - Should the proposed Project cause adverse environmental effects, the Grantee agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. § 5324(b),, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.
- K. Energy Conservation - To the extent applicable, the Grantee and its third-party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.* In addition, to the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed or



modified with federal funds, as provided in "Requirements for Energy Assessments," 49 CFR Part 622, Subpart C.

- L. Clean Water and Safe Drinking Water - For all contracts and subcontracts exceeding \$100,000, the Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to 33 U.S.C. Section 1251 *et seq.* The Grantee also agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6
- M. Environmental Justice - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations," 42 U.S.C. § 4321 note.
- N. Clean Fuels – To the extent applicable, the Grantee and its contractors and subcontractors agree to comply with the requirements of 49 CFR § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, "Clean Fuels Grant Program", 49 CFR Part 624.
- O. Indian Sacred Sites - To the extent applicable, the Grantee agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note.
- P. Job Access and Reverse Commute Formula Grant Program - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5316, and applicable provisions of 49 U.S.C. § 5307, and FTA Circular 9050.1, "The Job Access and Reverse Commute Program Guidance and Applications Instructions," including any revisions thereto.

#### **ITEM 31 - PRIVACY**

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

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

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

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

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

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Department and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Department. The Department shall decide all claims, questions and disputes which are referred to it

regarding the interpretation, prosecution and fulfillment of this Agreement. The Department's decision upon all claims, questions and disputes shall be final and conclusive.

#### **ITEM 34 - ASSIGNMENT**

The Grantee agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department, which consent may be withheld. Grantee further agrees that any successor to Grantee's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

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

#### **ITEM 35 - AMENDMENT**

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

#### **ITEM 36 - TITLES**

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

#### **ITEM 37 - ETHANOL GASOLINE**

Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

#### **ITEM 38 – TAXPAYER IDENTIFICATION NUMBER**

The Grantee certifies that 376002119 is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

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EXHIBIT F

CERTIFICATION BY GRANTEE NOT TO ENGAGE  
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b) ), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

Accepted on behalf of Shelby County:

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officials for the period July 1, 2014 through June 30, 2015.

Accepted on behalf of Shelby County:

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Title of Authorized Representative

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tony Small, Director, Office of Finance and Administration

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## EXHIBIT G

### STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
  - (2) the Grantee's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Accepted on behalf of Shelby County:

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**RESOLUTION 2014 - 27**

**WHEREAS**, the Illinois Prevailing Wage Act provides that a public body awarding any contract for public work, or doing the work by day labor, shall ascertain the general prevailing hourly rate of wages for employees engaged in such work; and

**WHEREAS**, the ACT further provides that the said rates be publicly posted or kept available for inspection by any interested party, and that a certified copy be filed in the Office of the Secretary of State.

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of Shelby County that the prevailing wage rates set for in "Exhibit A", attached hereto, and made a part of this Resolution, are the prevailing wage rates to be paid all laborers, workers, and mechanics engaged in the construction and maintenance of public works coming under the jurisdiction of the County Board of Shelby County.

**BE IT FURTHER RESOLVED** that nothing herein shall be construed to apply to the prevailing hourly rate of wages in the locality for employment other than public works construction as defined in the said Act; and

**BE IT FURTHER RESOLVED** that the County Clerk of Shelby County is hereby directed to file a certified copy of this Resolution with the Illinois Secretary of State's Springfield office.

This Resolution shall be in full legal force and effect from and after its passage pursuant to law.

**DULY ADOPTED** on June 11, 2014.

  
  
\_\_\_\_\_  
Bruce Cannon, Chairman of the Board  
Shelby County, Illinois

**ATTEST:**

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



# Shelby County Prevailing Wage for June 2014

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	==	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN			BLD	29.990	31.240	1.5	1.5	2.0	6.300	10.34	0.000	0.800
ASBESTOS ABT-MEC			BLD	30.360	31.360	1.5	1.5	2.0	7.450	3.000	0.000	0.000
BOILERMAKER			BLD	32.060	34.560	1.5	1.5	2.0	7.070	21.27	1.000	0.350
BRICK MASON			BLD	29.610	31.110	1.5	1.5	2.0	8.450	11.10	0.000	0.580
CARPENTER			BLD	29.600	31.850	1.5	1.5	2.0	7.700	13.65	0.000	0.520
CARPENTER			HWY	30.100	31.850	1.5	1.5	2.0	7.700	13.65	0.000	0.520
CEMENT MASON			BLD	30.410	32.160	1.5	1.5	2.0	7.100	8.500	0.000	0.500
CEMENT MASON			HWY	31.040	32.540	1.5	1.5	2.0	7.100	8.560	0.000	0.500
CERAMIC TILE FNSHER			BLD	26.360	0.000	1.5	1.5	2.0	8.450	9.000	0.000	0.000
ELECTRIC PWR EQMT OP		1	ALL	36.770	0.000	1.5	1.5	2.0	5.760	10.29	0.000	0.370
ELECTRIC PWR EQMT OP		2	ALL	32.820	0.000	1.5	1.5	2.0	5.760	9.190	0.000	0.330
ELECTRIC PWR GRNDMAN			ALL	26.280	45.290	1.5	1.5	2.0	5.790	7.360	0.000	0.260
ELECTRIC PWR LINEMAN			ALL	42.540	45.290	1.5	1.5	2.0	6.280	11.92	0.000	0.430
ELECTRICIAN			BLD	34.680	38.150	1.5	1.5	2.0	5.600	8.240	0.000	0.520
ELECTRONIC SYS TECH			BLD	31.130	32.880	1.5	1.5	2.0	5.350	6.110	0.000	0.400
ELEVATOR CONSTRUCTOR			BLD	41.070	46.200	2.0	2.0	2.0	12.73	13.46	3.290	0.600
GLAZIER			BLD	31.030	33.030	1.5	2.0	2.0	7.050	8.400	0.000	0.430
HT/FROST INSULATOR			BLD	37.660	38.660	1.5	1.5	2.0	8.350	11.26	0.000	0.500
IRON WORKER			BLD	30.000	32.000	1.5	1.5	2.0	8.200	13.23	0.000	0.660
IRON WORKER			HWY	31.000	32.750	1.5	1.5	2.0	8.200	13.41	0.000	0.660
LABORER			BLD	27.990	29.240	1.5	1.5	2.0	6.300	10.34	0.000	0.800
LABORER			HWY	29.550	30.550	1.5	1.5	2.0	6.300	11.79	0.000	0.800
LATHER			BLD	29.600	31.850	1.5	1.5	2.0	7.700	13.65	0.000	0.520
MACHINIST			BLD	43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS			BLD	26.360	0.000	1.5	1.5	2.0	8.450	9.000	0.000	0.000
MARBLE MASON			BLD	27.860	29.110	1.5	1.5	2.0	8.450	9.000	0.000	0.000
MILLWRIGHT			BLD	29.620	31.870	1.5	1.5	2.0	7.700	14.09	0.000	0.520
MILLWRIGHT			HWY	31.400	33.150	1.5	1.5	2.0	7.700	14.74	0.000	0.520
OPERATING ENGINEER		1	BLD	33.900	35.400	1.5	1.5	2.0	10.05	7.600	0.000	1.300
OPERATING ENGINEER		2	BLD	31.550	35.400	1.5	1.5	2.0	10.05	7.600	0.000	1.300
OPERATING ENGINEER		3	BLD	27.950	35.400	1.5	1.5	2.0	10.05	7.600	0.000	1.300
OPERATING ENGINEER		4	BLD	35.400	35.400	1.5	1.5	2.0	10.05	7.600	0.000	1.300
OPERATING ENGINEER		1	HWY	38.650	40.150	1.5	1.5	2.0	10.15	8.850	0.000	1.400
OPERATING ENGINEER		2	HWY	34.560	40.150	1.5	1.5	2.0	10.15	8.850	0.000	1.400
OPERATING ENGINEER		3	HWY	28.320	40.150	1.5	1.5	2.0	10.15	8.850	0.000	1.400
OPERATING ENGINEER		4	HWY	40.150	40.150	1.5	1.5	2.0	10.15	8.850	0.000	1.400
PAINTER			ALL	28.250	29.750	1.5	1.5	2.0	6.300	9.820	0.000	0.650
PAINTER OVER 30FT			ALL	29.250	30.750	1.5	1.5	2.0	6.300	9.820	0.000	0.650
PAINTER PWR EQMT			ALL	29.250	30.750	1.5	1.5	2.0	6.300	9.820	0.000	0.650
PILEDRIIVER			BLD	30.100	32.350	1.5	1.5	2.0	7.700	13.65	0.000	0.520
PILEDRIIVER			HWY	31.100	32.850	1.5	1.5	2.0	7.700	13.65	0.000	0.520
PIPEFITTER			BLD	36.550	39.550	1.5	1.5	2.0	7.000	7.650	0.000	1.220
PLASTERER			BLD	30.500	32.500	1.5	1.5	2.0	7.100	10.27	0.000	0.500
PLUMBER			BLD	36.550	39.550	1.5	1.5	2.0	7.000	7.650	0.000	1.220
ROOFER			BLD	26.720	29.470	1.5	1.5	2.0	10.18	6.330	0.000	0.550
SHEETMETAL WORKER			BLD	34.560	36.560	1.5	1.5	2.0	8.400	12.50	0.000	0.520
SPRINKLER FITTER			BLD	37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STONE MASON			BLD	29.610	31.110	1.5	1.5	2.0	8.450	11.10	0.000	0.580
SURVEY WORKER			ALL	29.550	30.550	1.5	1.5	2.0	6.300	10.34	0.000	0.800
TERRAZZO FINISHER			BLD	26.360	0.000	1.5	1.5	2.0	8.450	9.000	0.000	0.000
TERRAZZO MASON			BLD	27.860	29.110	1.5	1.5	2.0	8.450	9.000	0.000	0.000
TILE LAYER			BLD	29.600	31.850	1.5	1.5	2.0	7.700	13.65	0.000	0.520
TILE MASON			BLD	27.860	29.110	1.5	1.5	2.0	8.450	9.000	0.000	0.000

TRUCK DRIVER	E	ALL 1	31.230	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	E	ALL 2	31.680	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	E	ALL 3	31.890	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	E	ALL 4	32.180	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	E	ALL 5	33.020	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	E	O&C 1	24.980	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	E	O&C 2	25.340	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	E	O&C 3	25.510	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	E	O&C 4	25.740	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	E	O&C 5	26.420	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	W	ALL 1	31.340	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	W	ALL 2	31.780	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	W	ALL 3	32.020	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	W	ALL 4	32.280	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	W	ALL 5	33.130	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	W	O&C 1	25.070	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	W	O&C 2	25.420	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	W	O&C 3	25.620	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	W	O&C 4	25.820	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	W	O&C 5	26.500	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TUCKPOINTER	BLD		29.610	31.110	1.5	1.5	2.0	8.450	11.10	0.000	0.580

**Legend:** RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)  
C (Class)  
Base (Base Wage Rate)  
FRMAN (Foreman Rate)  
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.  
OSA (Overtime (OT) is required for every hour worked on Saturday)  
OSH (Overtime is required for every hour worked on Sunday and Holidays)  
H/W (Health & Welfare Insurance)  
Pensn (Pension)  
Vac (Vacation)  
Trng (Training)

## Explanations

### SHELBY COUNTY

TRUCK DRIVERS (EAST) - East of a line starting where such line from the northeast corner of Moultrie County in a southwesterly direction to Findlay intersects the Moultrie-Shelby Counties line, to Findlay, continuing in a southerly direction to a point approximately 2-1/2 miles south of Middlesworth, continuing to a point on the Shelby-Cumberland Counties line approximately one mile south of the Trowbridge Neoga Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from

ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

#### TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

#### OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Aspco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)\*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)\*; Generators (six to eight)\*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)\*; Mechanical Heaters (six to eight)\*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)\*; Well Drill Machines.

CLASS 3. Air Compressors (one to five)\*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement Batching Plants; Conveyors (one to five)\*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)\*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)\*; Mechanic Helpers; Mechanical Heaters (one to five)\*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)\*; Welding Machines (1/300 Amp. or over)\*; Welding machines (one to five)\*

CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.

\* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

#### OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Aspco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type-autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro

Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu. yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)\*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Wirth Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)\*; Generators (six to eight)\*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)\*; Mechanical Heaters (six to eight)\*; Mud Jacks; Off Road Water Wagons; Ciler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)\*; Well Drill Machines.

CLASS 3. Air Compressors (one to five)\*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)\*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)\*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)\*; Mechanic Helpers; Mechanical Heaters (one to five)\*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)\*; Welding Machines (one 300 Amp. or over)\*; Welding Machines (one to five)\*.

CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane; Telescopic Truck-Mounted Crane; Tower Crane.

\*Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is

covered by the classifications of truck driver.

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION \_\_\_\_\_

PETITION   X  

AGREEMENT \_\_\_\_\_

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

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

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


To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Tower Hill in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 112 at a point near NE 1/4 NE 1/4 Section 2; R2E; T11N; 3rd PM

in said Road District, for which said work the Road District of Tower Hill is responsible; and the cost of which work will be two 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 30th day of May 2014

  
Highway Commissioner.

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

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

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


Pipe Culvert (48") 1000

Labor, Equip, Mat'l 1000

\$2000

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

Witness my hand, this 30th day of May 2014

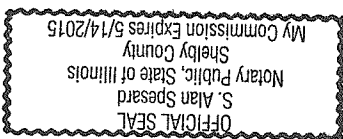
  
Highway Commissioner.



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

Tower Hill  
 Shelby  
 COUNTY, ILLINOIS

Filed this \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_  
 County Clerk.  
 253 Byers Printing Company, Springfield, Illinois.



Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
 \_\_\_\_\_  
 Highway Commissioner.

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  
 \_\_\_\_\_  
 Highway Commissioner of said Road District of

STATE OF ILLINOIS,  
 County of \_\_\_\_\_  
 ss. \_\_\_\_\_  
 Road District of \_\_\_\_\_

T. Hill 50/50

1100E 0.1 mile S. of 1500W

49" ?



Tower Hill

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION \_\_\_\_\_

PETITION   X  

AGREEMENT \_\_\_\_\_

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

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

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Ash Grove }


To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Ash Grove in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR223 at a point near NE 1/4 NE 1/4 Section 34; R6E; T11N; 3rd PM

in said Road District, for which said work the Road District of Ash Grove is responsible; and the cost of which work will be two thousand five hundred 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 16th day of May 2014

  
Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Ash Grove }

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

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


Arch Pipe 57" x 38" x 32' - 1500

Labor, Equip, Mat'l - 1000

\$2500

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

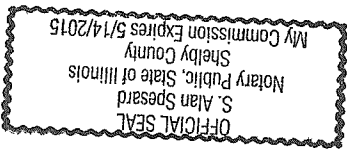
Witness my hand, this 16th day of May 2014

  
Highway Commissioner.

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

Ash Grove  
 Shelby  
 COUNTY, ILLINOIS

Filed this \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 County Clerk.  
 258 Byers Printing Company, Springfield, Illinois.



Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Highway Commissioner.

Brian Anderson  
 Highway Commissioner of said Road District of  
 Ash Grove  
 being duly sworn, on oath says that  
 two thousand five hundred \_\_\_\_\_ 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.

STATE OF ILLINOIS,  
 County of \_\_\_\_\_  
 ss. \_\_\_\_\_  
 Road District of \_\_\_\_\_



ash grove 1000n 3350e (1600x1200x24b jpeg)



55" x 32" x 32 feet  
existing



Hand

TO: THE SHELBY COUNTY BOARD

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




RESOLUTION \_\_\_\_\_

PETITION   X  

AGREEMENT \_\_\_\_\_

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

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



STATE OF ILLINOIS,

County of Shelby } ss.  
Road District of Holland }

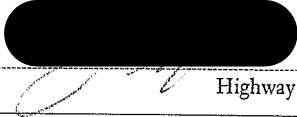
To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Holland in said County, would respectfully represent that Bridge 087-3263 needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 431 at a point near NW 1/4 Section 14; R4E; T9N; 3rd PM

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

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

Dated at Shelbyville, this 3rd day of June 2014

  
Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.  
Road District of Holland }

I, the undersigned Highway Commissioner of the Road District of Holland 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.)

2 - Pipes - 18,000

Labor, Equip, Mat'l - 5,000

TOTAL - \$23,000

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

Witness my hand, this 3rd day of June 2014

  
Highway Commissioner.

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

ROAD DISTRICT OF

Holland

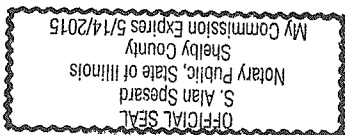
Shelby

COUNTY, ILLINOIS

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

County Clerk.

253 Byers Printing Company, Springfield, Illinois.



Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Highway Commissioner.

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

Highway Commissioner of said Road District of

Larry Syfert

Holland

Road District of \_\_\_\_\_ Holland

County of \_\_\_\_\_ Shelby

ss.

STATE OF ILLINOIS,

Engineering Agreement  
Richland  
14-16123-00BR

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

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

Municipality NA	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>  <b>STP-BRIDGE</b>	CONSULTANT	Name RHUTASEL and ASSOCIATES, INC.
Township / Road-District Richland				Address 201 South Locust Street
County Shelby				City Centralia
Section 14-16123-00-BR				State Illinois 62801

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ June \_\_\_\_\_, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

#### Section Description

Name TR 217 Bridge over Richland Creek

Route TR 217 Length 0.123 (+/-) MI. 650 (+/-) FT. (Existing S. N. 087-3156 )

Termini Near the SE Corner, SW ¼, SW ¼, Section 21, T11N, R5E, 3rd P.M., approximately 2.3 miles NW of Strasburg.

Description: Removal of an existing two span bridge with cast-in-place concrete deck on steel beams supported by timber pile bent pier and closed timber abutments with timber wingwalls; construction of a proposed single span bridge with PPCDB superstructure on steel H-pile supported spill-thru concrete abutments and reconstruction of the approach roadways.

#### Agreement Provisions

##### The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

- i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals.
  - j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets. **Wetlands mitigation is not a part of this agreement.**
  - k. ☒ Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 1k, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. ☒ A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. **a Lump Sum of \$34,150.00 (see attached EXHIBIT A - PE Related Work - Engineer's Estimated Cost for Services)**
  - b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

**Schedule for Percentages Based on Awarded Contract Cost**

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

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

2. To pay for services stipulated in paragraph \_\_\_\_\_ of the ENGINEER AGREES at actual cost of performing such work plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as direct payroll material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
- ~~Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
  - ~~Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~
- ~~By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.~~
- On a monthly basis for the actual cost of performing such work plus 200 percent to cover overhead, profit, and readiness to serve plus any related direct costs - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
  - 90% of the Lump Sum amount upon submittal to the LA and the DEPARTMENT the pre-final plans, specifications, and estimates, less any amounts paid under "c" above.
  - 100% of the Lump Sum amount upon submittal to the LA and the DEPARTMENT the final plans, specifications, and estimates, less any amounts paid under "c" and "d" above.
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1k and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 200 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 200 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

---

**It is Mutually Agreed,**

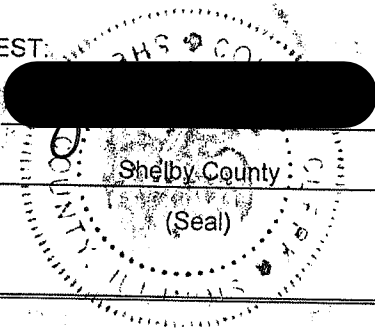
- That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two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

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

Executed by the LA:

ATTEST:

By



Clerk

County of Shelby of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

County Board

By

Title

County Board Chairman

Executed by the ENGINEER:

ATTEST:

By

Title

Gale E. Hake, P.L.S.  
Vice-President

RHUTASEL and ASSOCIATES, INC.

201 South Locust Street

Centralia, Illinois 62801

By

Title

Tracy M. Lawless, P.E., S.E.  
President

Approved

Date

Department of Transportation

Regional Engineer

# RHUTASEL and ASSOCIATES, INC. COMPENSATION SCHEDULE



## HOURLY RATES

Principal Engineer.....	\$165/hour
Sr. Project Engineer .....	\$137/hour
Structural/Sr. Civil Engineer.....	\$155/hour
Project Engineer.....	\$105/hour
Principal Surveyor .....	\$165/hour
Project Surveyor.....	\$105/hour
Resident Engineer .....	\$120/hour
Design/Construction Engineer .....	\$95/hour
Design Surveyor.....	\$88/hour
Resident Technician.....	\$95/hour
Technician V .....	\$90/hour
Technician IV.....	\$80/hour
Technician III.....	\$67/hour
Technician II .....	\$56/hour
Technician I .....	\$45/hour

## REIMBURSABLE EXPENSES

Travel .....	\$0.55/mile
Nuclear Density Gauge (Troxler) .....	\$150/½ day
B&W Photocopies .....	\$0.15/copy
Color Photocopies.....	\$1.50/copy
Large Format Prints .....	\$3.00/sheet
All Other Expenses including Sub-consultants.....	Cost + 20%

*Reimbursable expenses may be subject to change at any time due to price fluctuations of suppliers.*

*If assignment requires overtime (over 8 hours per day) Monday through Friday or anytime on Saturday, these rates will be increased 50% (one and a half time) for those overtime hours. If assignment requires overtime on Holidays or Sundays, these rates will be increased 100% (double time) for those overtime hours. There will be a four (4) hour minimum charge on all weekend and Holiday assignments.*



# EXHIBIT A - PE RELATED WORK - ENGINEER'S ESTIMATED COST FOR SERVICES

CLIENT: SHELBY COUNTY HIGHWAY DEPARTMENT / ATTN: MR. S. ALAN SPESARD, P.E., COUNTY ENGINEER  
 PROJECT: SHELBY COUNTY / RICHLAND TOWNSHIP / TR 217 BRIDGE OVER RICHLAND CREEK / SECTION 14-16123-00-BR / EXISTING S.N. 087-3156  
 SERVICES: BRIDGE DESIGN SERVICES

DATE: 6/2/2014  
 BY: G.L. HAHN

LABOR TASK DESCRIPTION / EMPLOYEE CLASSIFICATION		SENIOR CIVIL ENGINEER	STRUCTURAL ENGINEER	PROJECT ENGINEER	PROJECT SURVEYOR	DESIGN SURVEYOR	ENGINEER TECH V	ENGINEER TECH IV	ENGINEER TECH III	ENGINEER TECH II	ENGINEER TECH I	LABOR TOTALS
1. PRE-CONTRACT ESTIMATES & PROJECT SCOPING		3										3
2. TOPO & HYDRAULIC FIELD SURVEY					2		38	38				78
3. PHOTOGRAPHY & FIELD SURVEY INFORMATION					1		5	5				6
4. PRELIMINARY & FINAL ROADWAY DESIGN							24	24				24
5. HYDRAULIC ANALYSIS							16	16				16
6. PREPARATION & SUBMITTAL OF BRIDGE DESIGN & HYDRAULIC REPORT							8	8				8
7. PREPARATION & SUBMITTAL OF OTHER REVIEW AGENCY DOCUMENTS							8	8				8
8. PRELIMINARY BRIDGE DESIGN			2	8								10
9. FINAL BRIDGE DESIGN			4	18								22
10. COMPLETION OF PROJECT DRAWINGS & PROJECT QUANTITY CALCULATIONS				4			80	80				84
11. PREPARATION OF SPECIFICATIONS, SPECIAL PROVISIONS, & ESTIMATES		4		12			2	2				18
12. PRELIMINARY SUBMITTAL TO CLIENT & DOT		2		2			2	2				6
13. FINAL PRELIMINARY SUBMITTAL TO CLIENT & DOT		2		2			2	2				6
14. GAOCC REVIEWS AND REVISIONS (PRELIMINARY & FINAL)		4	2	8			8	8				22
15. MISC. CLIENT & FIELD-CHECK MEETINGS		4		4			2	2				8
16. PREPARATION & SUBMITTAL OF DRAFT & FINAL PROJECT DEVELOPMENT REPORT		2		16			2	2				20
17. PLOD SHOP DRAWING REVIEW & PROCESSING		7	2	2			2	2				13
18. MISC. PROJECT ADMINISTRATION, ENGR. AGREEMENT, FILE SETUP, ETC.		28	12	72	3	0	174	43	0	0	0	332
LABOR HOUR TOTALS												332

## ESTIMATED PROJECT DIRECT COSTS:

PROJECT REVIEW DOCUMENTS - PRE-FINAL AND FINAL (COPIES, PRINTS)  
 PROJECT DOCUMENT SHIPPING (POSTAGE, U.P.S.)  
 SURVEY SUPPLIES  
 MILEAGE (SURVEY, FIELD CHECK, & MISC.): 1000 MILES AT \$0.55 / MILE  
 SOIL BORINGS AND GEOTECHNICAL REPORT - FURNISHED BY LA

[D]

\$300.00  
 \$85.00  
 \$35.00  
 \$550.00  
 TOTAL = \$970.00

## PROJECT LABOR COSTS:

### EMPLOYEE CLASSIFICATION

SENIOR CIVIL ENGINEER  
 STRUCTURAL ENGINEER  
 PROJECT ENGINEER  
 PROJECT SURVEYOR  
 DESIGN SURVEYOR  
 ENGINEER TECH V  
 ENGINEER TECH IV  
 ENGINEER TECH III  
 ENGINEER TECH II  
 ENGINEER TECH I

[A] LABOR HOURS	[B] BILLABLE HOURLY RATE	[C = A x B] LABOR COST
28	\$185.00	\$ 4,340.00
12	\$185.00	\$ 2,220.00
72	\$105.00	\$ 7,560.00
3	\$105.00	\$ 315.00
0	\$88.00	\$ -
174	\$90.00	\$ 15,660.00
43	\$80.00	\$ 3,440.00
0	\$67.00	\$ -
0	\$56.00	\$ -
0	\$45.00	\$ -
TOTAL = 332		TOTAL = \$ 33,175.00

ESTIMATED LUMP SUM FEE = LABOR COST [C] + DIRECT COST [D]:

\$ 33,175.00 LABOR COST [C]  
 \$ 970.00 DIRECT COST [D]  
 \$ 34,145.00

**SAY LUMP SUM ESTIMATE = \$34,150.00**

RHUTASEL and ASSOCIATES, INC.  
 CONSULTING ENGINEERS and LAND SURVEYORS  
 201 SOUTH LOCUST STREET  
 CENTRALIA, IL 62801  
 PHONE: 618-532-1992

## Zoning/EMA/PCOM Report

### Shelby County Board Meeting 6/11/14

#### Zoning

13 Building Permits Issued in May

- 7 Accessory Building
- 1 Residential Additions
- 2 Mobile Homes
- 3 New Residences

#### EMA

June is Summertime Safety Awareness Month.

Review of Emergency Operations Plan due to Regional Office by October 31<sup>st</sup>.

Resolution in Appreciation of Rod Dilley, Shelby County Rescue Squad Chief

Resolution in Appreciation of Scott Enkoff, Shelby County Dive Team Commander

#### PCOM

IDOT issued concurrence on bid packet for maintenance building

Received 2 CVP Paratransit – 2013 Ford 6.7LT 26 passenger buses on June 3<sup>rd</sup>.

2014 Consolidated Vehicle Procurement Application submitted May 27<sup>th</sup>.

Please Reference PCOM Report in Board Packet

#### May Building Permit Log

Permit #	Date	Name	Township	Parcel ID	Type	Est. Cost	Fee
14-030	5/5/2014	Terry Sachan	27; Okaw	1208-27-00-100-013	Acc. Building	N/A	\$ 125.00
14-031	5/6/2014	Marilyn Hamparzum	36; Rose	1812-36-00-100-011	Res. Addition	N/A	\$ 125.00
14-032	5/8/2014	W.V. Ghrahm	11; Herrick	0723-11-00-200-015	Acc. Building	N/A	N/F
14-033	5/8/2014	Rebecca Beck	04; Cold Spring	0417-04-00-200-007	Acc. Building	N/A	N/F
14-034	5/8/2014	Ashley Florey	09; Tower Hill	2311-09-00-200-003	New Residence	\$ 310,000.00	\$ 175.00
14-035	5/9/2014	Cindy Phelps	17; Shelbyville	2013-17-00-200-017	Acc. Building	N/A	\$ 125.00
14-036	5/12/2014	Max Hall	14; Big Spring	0221-14-00-400-007	Mobile Home	N/A	\$ 175.00
14-037	5/13/2014	Haldon Burgener	23; Flat Branch	0603-23-00-400-007	Acc. Building	N/A	N/F
14-038	5/13/2014	Larry Brummer	20; Okaw	1208-20-00-200-005	New Residence	\$ 75,000.00	\$ 175.00
14-039	5/22/2014	Scott Smith	18; Shelbyville	2013-18-00-200-008	Acc. Building	N/A	\$ 125.00
14-040	5/23/2014	Mike Krampe	15; Sigel	2127-15-00-200-010	Acc. Building	N/A	N/F
14-041	5/23/2014	Josh White	08; Flat Branch	0603-08-00-200-005	New Residence	\$ 240,000.00	\$ 175.00
14-042	5/30/2014	Tyler Massengill	34; Sigel	2121-34-00-400-006	Mobile Home	N/A	\$ 175.00

Resolution Number: 2014-28

**WHEREAS**, volunteerism is necessary and vital to the Shelby County emergency response network; and,

**WHEREAS**, volunteers are motivated by the simple satisfaction of helping their fellow citizens and making their community a better place to live; and

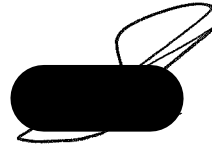
**WHEREAS**, the Shelby County Board recognizes the sacrifice volunteers make for the good of the community; and,

**WHEREAS**, Rodney Dilley has served honorably as the Chief of the Shelby County Rescue Squad for Twenty-Two years; and,

**WHEREAS**, the Shelby County Board wishes to recognize Rodney Dilley for his service; and,

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the County Board of Shelby County assembled this 11th day of June, 2014, hereby congratulate Rodney Dilley on his retirement from the Shelby County Rescue Squad and extend their sincere appreciation for his many years of service.

Duly adopted and approved this 11th day of June, 2014.



Bruce Cannon, Chairman  
County of Shelby, State of Illinois

Attest:



Jessica Fox, Shelby County Clerk

Resolution Number: 2014-29

**WHEREAS**, volunteerism is necessary and vital to the Shelby County emergency response network; and,

**WHEREAS**, volunteers are motivated by the simple satisfaction of helping their fellow citizens and making their community a better place to live; and



**WHEREAS**, the Shelby County Board recognizes the sacrifice volunteers make for the good of the community; and,

**WHEREAS**, Scott Enkoff has served honorably as the Commander of the Shelby County Dive Team for Eleven years; and,


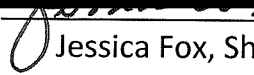
**WHEREAS**, the Shelby County Board wishes to recognize Scott Enkoff for his service; and,

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the County Board of Shelby County assembled this 11th day of June, 2014, hereby congratulate Scott Enkoff on his retirement from the Shelby County Dive Team and extend their sincere appreciation for his many years of service.

Duly adopted and approved this 11<sup>th</sup> day of June, 2014.

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

Attest:

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

# ROAD & BRIDGE COMMITTEE

## Meeting Minutes June 9th, 2014

- **Roll Call:** 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:**
  - Petition from Holland Highway Commissioner to replace bridge with pipe
    - Committee recommended approval
  - Petition from Tower Hill Highway Commissioner to replace pipe culvert
    - Committee recommended approval
  - Resolution from Ash Grove Highway Commissioner to replace pipe culvert
    - Committee recommended approval
  - Agreement with Rhutasel Engineering firm to design closed bridge in Richland Township
    - Committee recommended approval
  - ROW problems with closed bridge in Prairie Township – and, Highway commissioner would rather we build bridge on 100N – may have to redesign bridge to eliminate a landowner
    - The decision to redesign the bridge or select another bridge to take its place was placed on hold for 1 month
  - Discuss update on Lakewood Bridge funding process with IEMA – No reimbursements received to date – Bridge to start construction on June 9<sup>th</sup>.
  - Last installment of Capital Bill was approved. All local agencies have received payments
  - Cold Spring road upgrades requested from Endbridge Pipeline to haul material to jobsite – getting estimate from Upchurch Engineering Firm
  - Union Rep has requested I.D. for entry in Courthouse without going through security
    - Committee does not want I.D.s to be handed out without justification. The decision should be the responsibility of the Sheriff's office
  - Need Budget amendment due to DCEO Grant to pay expenses for Findlay-Assumption Intersection project - \$160K grant
  - Cold Mix has been made:
    - Committee agreed to set Chipmix price to Townships at \$62 per ton and Ca-06 mix at \$51 per ton.
  - Ameren Transmission Line meeting with impacted County Engineers on June 17<sup>th</sup> – Meeting was canceled by Ameren.
  - Federal review of our Bridge Inspection Program is scheduled for July 2<sup>nd</sup>.
  - Ash Grove Bridge construction has restarted
  - Okaw railroad crossing approach construction waiting for right-of-entry permit from railroad before starting project.
  - Holland bridge bid letting on June 13<sup>th</sup> state letting.
- **Old Business:**
  - Notified of contaminated soil in Village of Herrick – State's Attorney - Gina is reviewing
  - Marlin Environmental called about Findlay agreement – I referred them to Gina
  - Significant Budget issues:
    - Oklahoma road DCEO grant (\$200K) not released as yet – Contacted Tim Dudley

# ROAD & BRIDGE COMMITTEE

## Meeting Minutes June 9th, 2014

- Clarksburg County Highway grant (\$390K) railroad crossing projects is reimbursable Tax & MFT revenue down
- Ken Barr 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 – Talked to Richard Vaughn (Bowling Green Highway Commissioner 618-267-6355) and he agreed to relocate entrance pipes and clean ditches.
- Damage occurred to Neoga Road surface – Received quote from Howell Paving and mailed it to Don Strohl – sent to Don's insurance company but have not received a response.
  - Alan to call Don Strohl to follow up and get phone number of insurance agent
- Oklahoma Bridge first bill received – Did not pay it waiting on DCEO grant approval
- **Adjournment: Next meetings scheduled for July 3<sup>rd</sup> and 7<sup>th</sup>**

# ROAD & BRIDGE COMMITTEE

## Meeting Minutes

June 6<sup>th</sup>, 2014




- **Roll Call** Bruce Cannon, Dave Cruitt, Jesse Durbin, Larry Lenz
  - Also in attendance: Alan Spesard, County Engineer
- **New Business:**
  - The committee traveled throughout the County to view on-site construction and potential highway issues at the following locations:
    - Closed Bridge in Holland Township
    - Endbridge Pipeline request for road improvements in Cold Spring Township
    - Pipe culvert replacement petition from Tower Hill Highway Commissioner
    - Findlay-Assumption Intersection construction
- **Adjournment:** Next meeting scheduled for June 9<sup>th</sup>, 2014

DATE: 6-9-14

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 ACCOUNTDATE: June 6, 2014

NAME	REG. HRS.	REG. HR. RATE	OVER T.	OVER T. RATE	REG. PAY	O.T. PAY	TOTAL PAY
S. Alan Spessard 464							3842.31
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	6 ✓	35.18	1874.70	2109.10	2085.60
M. Lorton 172		19.95	5 ✓	29.93	1594.15	149.45	1743.60
S. Prosser 188		23.32		34.98	1863.70		1863.70
R. Haycraft 328		21.36		32.04	1707.03		1707.03
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		18.75	1000.00		1000.00
S. Kircher 58		12.50		18.75	1000.00		1000.00
T. Blackwell 123	72	9.75		14.63			7102-
L. Moore 21	72	9.50		14.25			684-
Co. MFT		3842.31					
Co. Hwy.		11557.62					
Twp. Br. Sup.		7118.07					

027501101008

A9

# HIGHWAY PAYROLL ACCOUNT

DATE: May 23, 2014

NAME	REG. HRS.	REG. HR. RATE	OVER T.	OVER T. RATE	REG. PAY	O.T. PAY	TOTAL PAY
MSA ✓ S. Alan Spesard 464							3842.31
✓ 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		35.18	1874.70		1874.70
✓ M. Lorton 172		19.95	6 1/2 ✓	29.93	1594.15	194.29	1788.44
✓ S. Prosser 188		23.32	1/2 ✓	34.98	1863.70	17.47	1881.17
✓ R. Haycraft 328		21.36		32.04	1707.03		1707.03
✓ C. Evans 153		21.12	1/2 ✓	31.68	1687.44	15.82	1703.26
✓ J. Agney 102		21.12	1/2 ✓	31.68	1687.44	15.82	1703.26
K. Vail 226		17.99	1/2 ✓	26.99	1438.15	13.48	1451.63
D. West 489		12.50		18.75	1000.00		1000.00
S. Kircher 58		12.50	1/2 ✓	18.75	1000.00	9.38	1009.38
T. Blackwell 123	56	9.75		14.63			546-
L. Moore 21	24	9.50		14.25			228-
		027	5011	01 008			
		012	5021	01 008			
			5031				
Co. MFT		3842.31					
Co. Hwy.		11 629.59					
Twp. Br. Sup.		6340.01					

AS

HIGHWAY PAYROLL ACCOUNTDATE: May 9, 2014

NAME	REG. HRS.	REG. HR. RATE	OVER T.	OVER T. RATE	REG. PAY	O.T. PAY	TOTAL PAY
S. Alan Spesard ✓ 464							3842.31
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	2 ✓	35.18	1874.70	70.30	1945-
M. Lorton ✓ 172		19.95	5 ✓	29.93	1594.15	149.45	1743.60
S. Prosser ✓ 188		23.32		34.98	1863.70		1863.70
R. Haycraft ✓ 328		21.36		32.04	1707.03		1707.03
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		18.75	1000.00		1000.00
S. Kircher ✓ 58	64	12.50		18.75	1000.00		800-
Co. MFT		3842.31					
Co. Hwy.		11357.62					
Twp. Br. Sup.		5591.47					

AS

# Proposal

## L.J. Swingler & Sons, Inc.

109 W. Northern Row  
PO Box 637  
Teutopolis, IL 62467  
(217) 857-3119

DATE: 6/09/14

TO: SHELBY COUNTY COURT HOUSE

ATTN: MIKE MILLER

SUBJECT: MISC. ROOF REPAIRS

- Work to include: (2 flat roof sections)
- Remove shingles as needed for new roofing
  - Provide and Install 1/4" Dens deck cover board
  - Fully Adhered TPO
  - Fabricate and Install new drain pan
  - Re-install 1 course of shingles above new flashings
  - Cover sloped metal roofs outside of the turret with new metal
  - Fabricate and Install new drip edge as needed

Price for the above work would be \$26,300.00

Repairs.....

- This work to include flashing the roof access curbs
- Misc. patching of shingles that were missing (approx. 12 locations)
- Remove misc. tar patches and adhere new patches over damaged areas
- Seal window opening

Total cost for repair work \$2,400.00

Total cost for all work above.....\$28,700.00

FILED  
JUN 09 2014  
Jessica Day  
SHELBY COUNTY CLERK

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. (Read below).

Date of Acceptance \_\_\_\_\_

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

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

Respectfully submitted,

L. J. Swingler & Sons, Inc.

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

Note: This proposal may be withdrawn by us if not accepted within 30 days.

CONDITIONS: All material is guaranteed to be specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

# Proposal

## L.J. Swingler & Sons, Inc.

109 W. Northern Row  
PO Box 637  
Teutopolis, IL 62467  
(217) 857-3119

DATE: 11/05/13

TO: SHELBY COUNTY COURT HOUSE

ATTN: MIKE MILLER

SUBJECT: MISC. ROOF REPAIRS

Work to include:

- Remove shingles as needed for new roofing
- Provide and Install 1/4" Densdeck coverboard
- Fully Adhered TPO
- Fabricate and Install new drain pan
- Re-install 1 course of shingles above new flashings
- Cover sloped metal roofs outside of the turret with new metal
- Fabricate and Install new drip edge as needed

Price for the above work would be **\$12,450.00 per each roof section**

Repairs.....

- This work to include flashing the roof access curbs
- Misc. patching of shingles that were missing (1 location)
- Remove misc. tar patches and adhere new patches over damaged areas
- Seal window opening

**Total.....\$1,900.00**

**ACCEPTED.** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. (Read below).

Date of Acceptance \_\_\_\_\_

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

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

Respectfully submitted,  
**L. J. Swingler & Sons, Inc.**

By: **Brian R. Swingler**

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**CONDITIONS:** All material is guaranteed to be specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra change over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Regional Office of Education Committee  
Regional Office of Education #11  
March 3, 2014  
6:30 PM

F I L E D  
JUN 05 2014

*Jessica Joy*

SHELBY COUNTY CLERK

Members present: Jan Eads, Kay Kearney, Todd Beard, & Ken Johnson. Susan Guinnip, Bobby Appleby, & Alan Zuber were absent. Others present were Bookkeeper, Elizabeth Peterson, Assistant Reg. Supt., Kyle Thompson, & Reg. Supt. of Schools, Dr. Bobbi Mattingly. Guests in attendance were Brian Bower, Coles County State's Attorney; Elaine Karpus-Komada, Secretary/Treasurer of Coles County Building Commission; Members of the Coles County Building Commission: Andy Zavarella, Mike Weaver, & Jan Eads.

Meeting called to order at 6:30 PM by Dr. Mattingly. Pledge of Allegiance was recited. The minutes were reviewed and motion was made by Kay Kearney to approve the minutes. Motion seconded by Jan Eads.

Dr. Bobbi Mattingly gave testimony of storm damage to roof and leak found in garage during cleaning in Dec. 2013. Monty Walters from Coles County inspected roof and patched but stated new roof would be needed. Two unofficial quotes were obtained in order to submit a claim with insurance company. The members were informed that an insurance claim has been filed by the Coles County Building commission who are waiting on adjuster to view the damage and notify them of the outcome. Elizabeth Peterson presented that the original architects specifications were that the roof have a 25 year warranty and that the roof is only 17 years old. Mrs. Komada was instructed to meet with Monty to contact the manufacturer/contractor regarding possible warranty repairs/claim.

Brian Bowers presented a sample of an amendment to the current lease which would more clearly identify what maintenance expenses were for the building and specification of when amounts for additional lease amounts should be set/planned for next fiscal year. The discussion continued quoting from the original lease agreement that an additional amount each month was to be designated and paid to the Coles County Building Commission for maintenance costs. To this date no additional payments have been made. Mr. Weaver suggested the members of the Regional Office of Education Committee approach their respective counties about a special assessment for the payment of a new roof and amending the original agreement regarding establishing a Maintenance Fund.


Mrs. Komada was instructed to prepare specification for the replacement of the roof with a request for an alternate proposal of a metal roof.

Dr. Mattingly discussed the Report of Official Acts and Kyle Thompson discussed and provided an update on the Pension Lawsuit due to the pension reform acts recently passed and how they impact current, retired, & future teachers.

Jan Eads discussed the bulb & balace replacement program from Ameren and offered to provide further information on that if we were interested in making changes to our existing lights and bulbs. Dr. Mattingly provided an updated map of our school districts. Then discussed that when we receive the results from the insurance company and manufacturer of the shingles we would need to schedule an emergency meeting to address the findings for the Regional Office of Education building roof.

Todd Beard made a motion to adjourn the meeting, Mrs. Kay Kearney seconded. Meeting was adjourned at 7:40 PM.

Respectfully Submitted,

  
Bobbi Mattingly, Ph.D.

Regional Office of Education Committee  
Regional Office of Education #11  
May 5, 2014  
6:30 PM

F I L E D  
JUN 05 2014  
Jessica Yow  
SHELBY COUNTY CLERK

Members present: Jan Eads, Kay Kearney, Todd Beard, Ken Johnson, Susan Guinnip, and Bibby Appleby. Alan Zuber was absent. Edgar County was represented by Jim Voigt & Ben H. Jenness. Others present were Bookkeeper, Elizabeth Peterson, Assistant Reg. Supt., Kyle Thompson, & Reg. Supt. of Schools, Dr. Bobbi Mattingly. Guests in attendance were Monty Walters, Maintenance Supervisor at Coles County Courthouse; Elaine Karpus-Komada, Secretary/Treasurer of Coles County Building Commission; Members of the Coles County Building Commission: Andy Zavarella, Mike Weaver, Jan Eads, & Tim Yow.

Meeting called to order at 6:30 PM by Dr. Mattingly. Pledge of Allegiance was recited. Roll Call was taken by signature.

Bids were opened by Tim Yow of the Coles County Building Commission. The Bids were as follows: Ed Carter Construction Company - Charleston: \$30,846 for asphalt shingle roof per specs with alternate bid of \$35,888 for metal roof per specs.

Drake Homes - Charleston: \$39,625 for asphalt shingle roof per specs. No alternate bid for metal roof was provided.

Beechy's Construction Company - Sullivan: \$18,700 for asphalt shingle roof per specs with alternate bid of \$17,700 for metal roof per specs.

Peters Roofing Company - Toledo: \$35,000 for asphalt shingle roof per specs with alternate bid of \$41,700 for metal roof per specs.

Martinsville Roofing Company - Martinsville: \$36,810 for asphalt shingle roof per specs. No alternate bid for metal roof was provided.

Dr. Bobbi Mattingly requested discussion from the Regional Office of Education Committee Members. Susan Guinnip requested information on why the roof was leaking. Dr. Mattingly responded it was due to wind and storm damage however the damage was not over the \$5,000 insurance deductible.

Jim Voigt and Ben Jenness questioned why we were not able to go back on the original general contractor on the building for warranty since it was under the 25 year warranty. Elaine Komada explained that we tried but Drake Construction did not keep records over 7 years. Jim Voigt and Ben Jenness again raised the question about going after Drake construction for the cost and that they should be held accountable.

Jim Voigt also raised some concerns about the previous maintenance of the building and funding source that had been used up until this point. Dr. Mattingly explained that this was the first major building maintenance that was needed and previously was in the budget for minor maintenance: such as light bulbs, paint, toilet repair, roto rooting, locks/door repair. Jim Voigt and Ben Jenness voiced concerns about their counties ability to pay for the roof and funding issues they were having internally with other matters. Dr. Mattingly explained that the cost would be split by % among all the counties.

Tim Yow responded that they were meeting here to open bids for the roof and that the roof was needed and that the Coles County Building Commission would replace the roof now and take action later against contractor if needed and if it was feasible due to court costs and legal fees.

Concerns were discussed regarding prevailing wage and that the bid for Beechy's was considerably lower than all of the others and that in the bid specifications it stated that prevailing wages had to be paid. Todd Beard questioned that it was a family owned business and only 3-4 workers which were family members and if the prevailing wages applies if they are owners. Elaine Komada stated again that the bid specs stated that it had to pay prevailing wage and that the contract would also state this. So Beechy's would have to comply with this if they were required.

Lees & Salary  
June 10, 2014

Dave Pruitt, Kay Kearney, Barb Bennett

All claims were approved & presented.

FILED

JUN 10 2014

Jessica Fox  
SHELBY COUNTY CLERK



Shelby Miller  
Kay Kearney  
Richard Hayden

Michael A. Miller

Abs - Don Strohl

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

9:00 am.

**LAW ENFORCEMENT COMMITTEE MEETING**  
**6/5/14**

1. Jail Maintenance Position - working out well  
Trimming trees/shrubs; stripping floors; plumbing repairs  
Works well w other employees
2. New Deputy David Myers  
PTI in July
3. Jail Inspection today 11:00 am

New Mower to mow  
lot East of courthouse  
- checking on utility shed

Michael A. Miller

Shelby County Sheriff

1st week in May DARE Picnic

**F I L E D**

JUN 10 2014

Jessica Toy  
SHELBY COUNTY CLERK

Purchasing Committee  
June 10, 2014

Present were Lynn Williams Robert Hunter  
Gary Gergen Frank Mulholland Jim Warren Don Stoll  
Bills were presented

Lynn Williams made motion to approve bills  
seconded by Robert Hunter All voted aye

Frank Mulholland made motion to adjourn  
Gary Gergen seconded All voted Aye

FILED  
JUN 10 2014

Jessica Fox  
SHELBY COUNTY CLERK

Health Mtg  
June 10, 2014

Claims were approved as presented.

Ken Barr, Robert Hunter, Jessie Durkin,  
Richard Hayden, Darh Bennett

FILED

JUN 10 2014

Jessica Tox  
SHELBY COUNTY CLERK

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

**FILED**  
JUN 13 2014

Hours of Service for Transportation for All Counties 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
	Number of Days of Service-Shelby	22	22	20	23	18	20	21	19	21	0	0	207
Number of Trips	5,180	5,499	6,184	6,356	5,761	5,577	5,112	5,821	6,714	6,813	0	0	59,017
Revenue Vehicle Hours	3,369	3,317	3,143	3,599	2,971	3,170	3,157	3,304	3,715	3,591	0	0	33,336
Revenue Vehicle Miles	45,289	45,984	41,239	49,837	39,953	41,335	39,062	44,149	46,757	47,825	0	0	441,430
DOAP Revenues	\$0	\$0	\$0	\$143,700	\$0	\$164,556	\$0	\$0	\$129,591	\$0	\$0	\$0	\$437,947
5311 Revenues	\$0	\$0	\$0	\$0	\$0	\$159,534	\$0	\$0	\$198,966	\$0	\$0	\$0	\$358,500
JARC Revenues	\$0	\$0	\$0	\$0	\$0	\$23,316	\$0	\$0	\$0	\$62,124	\$0	\$0	\$85,440
Contract Revenues	\$0	\$9,025	\$7,664	\$8,396	\$8,775	\$9,086	\$2,639	\$9,208	\$9,537	\$12,792	\$0	\$0	\$84,122
Fares	\$1,384	\$4,043	\$1,742	\$1,756	\$1,443	\$3,214	\$2,018	\$5,952	\$1,571	\$2,343	\$0	\$0	\$25,466
System Expenses	\$36,539	\$147,970	\$111,454	\$70,453	\$131,585	\$181,949	\$67,683	\$110,605	\$168,598	\$56,051	\$0	\$0	\$1,080,887
Net Revenues	-\$35,155	-\$134,902	-\$102,048	\$83,399	-\$121,367	\$177,757	-\$56,025	-\$95,445	\$173,067	\$21,208	\$0	\$0	-\$89,512
Ridership	552	606	567	610	567	581	522	542	585	595	0	0	5,727
Trip Denials	1	0	7	4	20	24	36	23	37	50	0	0	202
Trip Denied but Provided	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	\$24.81	\$8.23	\$0.00	\$0.00	\$18.31
Cost per Hour	\$10.85	\$44.61	\$35.46	\$19.58	\$44.29	\$57.40	\$21.44	\$33.48	\$44.84	\$15.61	\$0.00	\$0.00	\$32.42
Cost per Mile	\$0.81	\$3.22	\$2.70	\$1.41	\$3.29	\$4.40	\$1.73	\$2.51	\$3.56	\$1.17	\$0.00	\$0.00	\$2.45
Maintenance of Vehicles	21	18	20	22	25	25	23	25	25	27	0	0	231
Maintenance of Facilities	0	0	0	1	0	0	1	0	0	0	0	0	1
New Service Contracts	1	1	2	2	1	1	1	1	3	1	0	0	14
Overtime Hours	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
Vehicle Accidents	0	0	0	1	0	0	0	0	0	1	0	0	1
Mobility Index Outcomes/Efforts	0.042	0.045	0.050	0.052	0.047	0.045	0.041	0.047	0.054	0.055	0.000	0.000	0.479
Annualized Mobility Index	0.504	0.520	0.547	0.565	0.564	0.561	0.552	0.554	0.565	0.575	0.522	0.479	
(Note - Annual Goal is .69)													
Quarterly Reporting	First Quarter												
Fare Box Recovery Ratio	2.42%												
Subsidy per D/R Trip	\$0.00												
Avg. Miles per Trip	7.86												
Subsidy per Mile	\$0.00												
Revenue per Mile	\$0.18												
2010 Census Rural Population													
Shelby County	22,363												
Montgomery County	14,846												
Fayette County	30,104												
Douglas County	22,140												
Clay County	19,980												
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.

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
Number of Days of Service	22	22	20	23	18	20	21	19	21	21			207
Number of Trips	1,181	1,595	1,787	1,808	1,548	1,484	1,254	1,394	1,828	1,759			15,638
Number of Vehicles	7	7	7	7	7	7	7	7	7	7			10,500
Revenue Vehicle Hours	1,249	1,092	1,081	1,169	968	975	879	947	1,084	1,056			116,587
Revenue Vehicle Miles	14,075	13,482	12,478	12,029	10,370	10,520	9,055	10,190	11,925	12,463			\$78,812
DOAP Revenues				\$25,866		\$29,620			\$23,326				\$63,964
5311 Revenues						\$28,150			\$35,814				\$15,379
JARC Revenues						\$4,197				\$11,182			\$43,288
Contract Revenues		\$398	\$5,321	\$5,273	\$5,385	\$5,369	\$5,468	\$5,384	\$5,311	\$5,379			\$3,209
Fares	\$219	\$402	\$274	\$252	\$238	\$526	\$250	\$438	\$335	\$275			\$286,878
System Expenses	\$13,342	\$48,375	\$25,913	\$19,666	\$35,188	\$45,614	\$16,926	\$28,866	\$40,186	\$12,802			\$82,226
Net Revenues	\$13,123	\$47,575	\$20,318	\$11,725	\$29,565	\$22,248	\$11,208	\$23,044	\$24,600	\$4,034	\$0	\$0	1,430
Ridership	99	143	160	149	145	162	135	138	149	150			46
Trip Denials	0	0	0	3	6	2	9	8	6	12			
Trip Denied but Provided													
Cost per Trip	\$11.30	\$30.33	\$14.50	\$10.88	\$22.73	\$30.74	\$13.50	\$20.71	\$21.98	\$7.28	\$0.00	\$0.00	\$18.34
Cost per Hour	\$10.68	\$44.30	\$23.97	\$16.82	\$36.35	\$46.78	\$19.26	\$30.48	\$37.07	\$12.12	\$0.00	\$0.00	\$27.32
Cost per Mile	\$0.95	\$3.59	\$2.08	\$1.63	\$3.39	\$4.34	\$1.87	\$2.83	\$3.37	\$1.03	\$0.00	\$0.00	\$2.46
Maintenance of Vehicles	7	4	5	6	6	6	6	7	7	7			61
Maintenance of Facilities	0	0	0	0	0	0	0	0	0	0			0
New Service Contracts	0	0	0	0	0	0	0	0	0	0			0
Overtime Hours													0
Complaints	0	0	0	0	0	0	0	0	0	0			0
Vehicle Accidents	0	0	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	0.082	0.079	0.000	0.000	0.699
Annualized Mobility Index	0.634	0.745	0.816	0.855	0.850	0.841	0.817	0.808	0.827	0.839	0.763	0.699	
(Note - Annual Goal is .69)													
2010 Census Rural Population													
Shelby County	22,363												



FILED

MAY 16 2014

Jessica Cox  
SHELBY COUNTY CLERK

5/16/14

Brian Swingle here  
Frank

~~Frank~~  
Wetheral - Absent

Barr

Wormen

Discussed Roof - Brian says no  
problem ~~don't~~ <sup>two</sup> doing ~~the~~ sections at a time  
- has own equipment to get on ~~the~~ Roof

Talked about the ~~1~~ Dommers - Ken, Brian  
of ~~the~~ windows Frank, went to  
Roof

Discussed Windows With Brian -  
he ~~is~~ knew we wanted to work on them  
Says they can do that - no estimate yet -

He has no problem being the "go to guy"

Roof inspection - We need help -  
Normal maint - on the Roof  
OK! Windows need help

Animal Control  
May 28, 2014

Brad, Joe, Bob, Kay  
Dr. Spesard

Reviewed & approved payroll and bills

Report and discussion about Special Animal Control

Meeting held May 20 - Villages represented

Moweaqua, Tower Hill, Cowden, Shelbyville

Kay will discuss w Budget Committee & Bruce what  
action can be taken from this point

**F I L E D**  
MAY 27 2014

Jessica Fox  
SHELBY COUNTY CLERK

**JUNE 2014 COUNTY BOARD APPOINTMENTS DUE**

Tadd Mayhall – Shelby County Airport

Ken Fry, Greg Miller, Nancy Cruitt, Bill Leach, Mike Ballinger – Tourism

Dr. Doris Bowers, Rick Travis, Mary Naber, Odus Cheek, Barbara Bennett – County Health Board

**AUGUST 2014 COUNTY BOARD APPOINTMENTS DUE**

Mose, Yockey, Brown and Kull CPA's – County Auditor

Robert Swiney – Public Defender (By Administrative Order)

Walter Lookofsky – Conflict Public Defender (Administrative Order)



# Budget Committee Meeting

5/21/14

Gary Mergen  
Larry Lerz  
Jim Warner  
Barbara Bennett  
Kay Kearney

FILE

MAY 21 2014

Jessica Fox  
SHELBY COUNTY CLERK

David Cruitt  
Rob Ambling  
Bruce Cannon

Also in attendance Judge Allen Bennett,  
Treasurer Debbie Page, County Clerk Jessica Fox  
Special fund deficit ~~reduced~~ discussed

Judge Bennett:

(Mike McHenry) Chief Judge letter re: office space for  
Court Reporters (Shelby County only County =  
no space for Court Reporters) no privacy  
Law Library has become "electronic" West Publishing  
access thru SA, PD, both Judges offices  
take some of Law Library to the (R) form up an  
office for 2 girls

take out books that aren't used

funds - Chief Judge could use her budget  
to pay for

Discussion held re: office space, design, location  
don in Judges chamber

Judge Bennett to work with Building Committee  
to do project

Judge Bennett discusses Lexis. Nexis and West  
billing issues and her budget

## Budget Committee

5/21/14

will allow more money for her budget.  
Public Defender and conflict Public Defender  
are getting paid in area Counties, whether  
FT/PT

### PCOM - Jared

Reports, Concerns, Updates on a monthly basis

Referred to April 2014 report based on  
trip, riders, denials etc by system and by County  
cost per trip 24.81 (March) April 8.-

Jared looks for inconsistencies  
revenue vehicle tours

and compares back to July 2013

IDOT concerns: revenue (total system expenses)  
loans where is money going

Public Transportation Account opened by County  
Net + contract revenues - where \$ going

Douglas County Health Admin - Amanda Meier

Tourism new computers 4200.00 County to  
loan money and Tourism pay back

Meeting adjourned at 11:50 AM

May 15, 2014

**NOTICE OF BUDGET COMMITTEE MEETING**

There will be a Budget Committee meeting on May 21, 2014 at 9:00 AM. This meeting will be held in the County Board/Zoning office directly east of the Courthouse.

1. Judge Allen Bennett – Court Reporter Office Space, Judge's Departmental Budget Review for FY 2014-2015
2. Jared Rowcliffe, Shelby County PCOM – CIPT Updates
3. Continue FY 14-15 Budget Process with Review of Submitted Departmental Budgets
4. Old Business –Gaming Ordinance

Respectfully,

Jessica Fox  
Shelby Co. Clerk & Recorder



Brad Hudson  
Kay Kearney  
Dr. Spesard  
Penny Standefer  
Bruce Cannon

May 20, 2014

Animal Control Meeting with Municipalities Regarding Contract  
10:00 a.m. - list of Attendees attached  
as well as copies of "Hand Outs"

Agenda - Questions / Answers / Discussion

FILED

MAY 20 2014

Jessica Joy  
SHELBY COUNTY CLERK

Shelby County Animal Control Meeting  
Intergovernmental Agreement  
May 20, 2014

**AGENDA**

1. Introduction
2. Reason for Contract
3. Explanation of Per Capita Choice - *need a contact person from each village*  
*Pay according to population*
4. Explanation of \$ 100 per Instance Choice - *have their own Animal Control*  
*- own license/inspections*
5. Billing
6. Unincorporated Areas
7. Animal Control Responsibilities and Hours of Operation
8. Agreement Billing Due Dates
9. Open for Discussion

## SHELBY COUNTY ANIMAL CONTROL

### REPORTING ANIMAL COMPLAINTS PROCEDURE

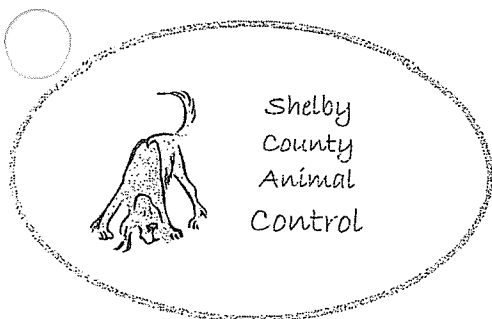
If you live in unincorporated Shelby County (not within a city/village limit), your call will be handled by Shelby County Animal Control. Report animal complaints by calling (217) 774-4932. If no one answers, please leave a message with your name, telephone number and the nature of the complaint. Your call will be answered in the order it was received unless the call is in regards to a vicious/dangerous dog as those calls take precedence over others. Dog bites take precedent over all other calls.

If you live within the city/village limits of a contracting municipality, contact local law enforcement. You must first report animal complaints to your municipal police, municipal official or local law enforcement. Your municipal police will either respond or request assistance from Shelby County Animal Control. See the Shelby County Animal Control Home page for a list of contracting municipalities.

If you live within the city/village of a municipality NOT contracting with Shelby County, your complaint call will be handled exclusively by municipal police, municipal official or local law enforcement. See the Shelby County Animal Control home page for a list of municipalities not contracting with Shelby County Animal Control. Shelby County Animal Control responds to dog bites in jurisdictions not contracting with Shelby County Animal Control.

Per Capita Municipality Population  
2010 Census  
Animal Control Contracting

<u>Town/Village</u>	<u>Per Capita</u>	<u>\$2.00</u>
Cowden	629	\$1,258
Findlay	683	\$1,366
Herrick	436	\$872
Moweaqua	1,820	\$3,640
Oconee	180	\$360
Shelbyville	4,700	\$9,400
Sigel	373	\$746
Stewardson	734	\$1,468
Strasburg	467	\$934
Tower Hill	611	\$1,222
Windsor	1,187	\$2,374
Total per Contract Year		\$23,640



Shelby County Courthouse  
Shelbyville, IL 62565

(217) 774-4932

## OWNER RELINQUISH FORM

**Name**

Breed

Age

Sex

Color

Reason you are giving up this animal? \_\_\_\_\_

Medical History:

Current Veterinarian Name & Number \_\_\_\_\_

Has the animal been spayed/neutered?..... Yes No

Is animal up to date on vaccines?..... Yes No

Is animal up to date on Heartworm preventative?..... Yes No

Does this animal need to be on ANY medications? If yes, please list \_\_\_\_\_

Housebroke: Yes No

Good w/children: Yes No

Good w/dogs: Yes No

Good w/cats: Yes No

I, \_\_\_\_\_, hereby transfer complete ownership of the animal, \_\_\_\_\_ to Shelby County Animal Control. I certify that I am the sole, rightful owner of this animal, free and clear of all other interests. I certify that all the information I have provided above is true and complete and I have not willfully concealed any information about this animal. I hereby forever release, discharge and agree to hold harmless and indemnify Shelby County Animal Control, its board, officers, and agents from all claims, demands, actions, causes of actions, or liability of any kind whatsoever arising as a result of or in connection with the adoption or other disposition of the above named animal.

Owner Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_



**SHELBY COUNTY ANIMAL CONTROL - ANIMAL ADOPTION AGREEMENT**

Owner Turn-In      Stray      ( circle one )

Breed of Dog / Cat \_\_\_\_\_ Age ( estimate ) \_\_\_\_\_

Sex \_\_\_\_\_ Color \_\_\_\_\_

Where Dog / Cat was picked up \_\_\_\_\_

Date Dog / Cat Impounded \_\_\_\_\_

Date Dog / Cat went out \_\_\_\_\_

Adopted      Returned to Owner      Euthanized      ( circle one )

Name of Adopter / Owner \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

Phone Number \_\_\_\_\_

Illinois Department of Agriculture License # 4991

-----  
I hereby attest that all of the above information is true and correct to the best  
of my knowledge \_\_\_\_\_

Signature of Animal Control Representative

I hereby attest that this disclosure was posted at the animal control facility for  
the dog or cat up for adoption and that I have read all the disclosures. I further  
understand that I am entitled to keep a signed copy of this disclosure.

Adopter printed name \_\_\_\_\_

Adopter signature \_\_\_\_\_ date \_\_\_\_\_

Adopter address \_\_\_\_\_  
\_\_\_\_\_ phone \_\_\_\_\_

If the animal that you are adopting from the Shelby County Animal Control facility  
is not spayed / neutered, current on rabies, and microchipped, you must have  
such services provided within 30 days from this date and provide proof by mailing  
to the Shelby County Courthouse, 301 E. Main St., Shelbyville, IL 62565.

INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
RELATING TO ANIMAL CONTROL SERVICES

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the County of Shelby, State of Illinois, (hereinafter referred to as Shelby County) and the CITY/VILLAGE/TOWN/MUNICIPALITY of \_\_\_\_\_, State of Illinois (hereinafter referred to as the Municipality).

WHEREAS, the Municipality is in need of an animal control program; and

WHEREAS, Shelby County operates the Shelby County Animal Control Facility for the County of Shelby; and

WHEREAS, Shelby County and the Municipality desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

NOW, THEREFORE, upon mutual promises one to the other, Shelby County and the Municipality agree as follows:

SECTION 1 – Purpose of Agreement

Municipality is in need of a location to store stray, abandoned or seized dogs. SHELBY COUNTY has a location available for the stray, abandoned or seized dogs to be stored. The purpose of this AGREEMENT is the furnishing of a location for the municipality to store stray or seized dogs pending adoption or euthanization and Animal Control Services.

SECTION 2 – Power and Authority

- a. The Municipality shall be responsible for all animal control enforcement within its borders if there is NO per capita contract in place. It shall be responsible for holding stray, abandoned or seized dogs for 48 hours and shall during that time period be required to attempt to locate and identify the owners thereof.
- b. The Municipality, after storage of the dogs for at least 48 hours, shall be responsible for transporting all dogs seized to the Shelby County Animal Control Facility which is seized by that Municipality.

- If the Municipality cannot transport a fee of \$ 25, plus a \$20 boarding fee, will be billed to the Municipality.
- c. Shelby County shall accept full responsibility for all dogs that have been placed by a representative of the Municipality within a cage or enclosure within the Shelby County Animal Control Facility with the required and completed paper work.
  - d. Shelby County shall attempt to find new homes for all dogs held at its facility for the Municipality. Shelby County shall hold dogs brought to its facility by the Municipality for a period of at least 7 days. Shelby County shall have the authority to euthanize any dog that remains within the facility after 7 days.
  - d. If a per capita contract is in place, the Municipality shall designate a contact person who would call Shelby County Animal Control for assistance with stray, abandoned, or seized dogs. The representative shall be responsible for arranging transport and/or boarding for the dog with the Shelby County Animal Control.
  - e. The contact person from the Municipality shall be responsible for filling out all the required paperwork concerning every stray, abandoned or seized dog. Shelby County is not required to accept responsibility for any dog which is brought to the shelter which is not accompanied by the required paperwork. The Municipality shall be required to remove and transport from the shelter any dog that is placed in or brought to the shelter without the required paperwork.
  - f. Shelby County shall not be responsible for locating the owner of any dog that has been placed at the shelter for storage. The Municipality shall be responsible for keeping a list of all dogs brought to the shelter by date, type and identifying markings and the sex of the animal. The Municipality shall be responsible for all inquiries relating to dogs seized by its representatives.

### SECTION 3 – Compensation and other Responsibilities

- a. The Municipality shall be responsible for compensating the County for boarding animals and/or animal control services.
- b. The Municipality shall have two options for payment, and shall inform Shelby County which option it chooses.
  - 1. The Municipality shall pay to Shelby County a total sum equal to two dollars (\$2.00) per capita based on the Municipality's population, as represented in the 2010 Census of Shelby County (see attached). Statements will be sent at the end of the calendar year and are due on March 1, 2015 and each year thereafter unless the contract has been terminated.
  - 2. The Municipality shall pay a sum of \$ 100.00 per instance of animal control services used. Instance is defined as: any call received from the designated

reporting authority in which Animal Control responds by traveling to the location of the complaint. If the Municipality cannot transport the dog to Shelby County Facility, a \$25 transport fee will be charged plus \$ 20 boarding fee. Statements will be sent the end of the calendar year and are due on March 1, 2016 and each year thereafter unless the contract has been void.

- c. Animal Control does not take responsibility for wild animals, i.e., raccoons, opossums, squirrels, deer or any other non-domestic animal. Same fees listed above shall apply to cats.
- d. The Shelby County Animal Control Officer shall respond to calls regarding, and pick up animals running at large, within the town/village limits during regular operating hours of Monday through Friday from 8am to 3pm. Animal Control's response time will be a priority. Dog bite calls will have first priority. Shelby County Animal Control shall establish criteria for handling requests for service after regular operating hours.

#### SECTION 4 – Indemnification

The Municipality does hereby agree, as part of this Agreement, to indemnify, defend and hold harmless Shelby County and any employee, agent or officer thereof, for any liability, cost, expense, claim, demand, judgment or attorney fees arising from the personal injury to any of the county's employees while engaging in activities associated with this Agreement. The Municipality does also hereby agree, as part of this Agreement, to indemnify, defend and hold harmless Shelby County and any employee, agent or officer thereof for any liability, cost, expense, claim, demand, judgment or attorney fees arising from the injury, death or other disposition of any dog brought to the shelter that results from any action of the agents of the County regardless of negligence on the part of Shelby County.

#### SECTION 5 – Effective Date of Agreement

This Agreement shall be in full effect and legally binding on the date of approval by both parties hereto.

SECTION 6 – Termination of Agreement

\_\_\_\_\_ and /or Shelby County may terminate this Agreement at any time, at its option, by written notice given by the County Board Chairman or the Mayor to the other such termination, however, shall not relieve any party from any obligations or liabilities already accrued pursuant to the terms of this Agreement or of any payment to Shelby County for services rendered or to be rendered pursuant hereto after the termination of this Agreement.

IN WITNESS WHEREOF, this INTERGOVERNMENTAL COOPERATIVE AGREEMENT has been duly signed in duplicate by the parties hereto.

Dated: \_\_\_\_\_  
Shelby County, ILLINOIS

By: \_\_\_\_\_  
County Board Chairman

Attest:

By: \_\_\_\_\_  
Jessica Fox, County Clerk – County of Shelby

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

The Municipality of \_\_\_\_\_, has chosen one of the following contract options (please mark with an X):

\_\_\_\_\_ \$2.00 per capita based on the Municipality's Population in the annual amount of \$ \_\_\_\_\_ (see attached sheet for that amount).

Or

\_\_\_\_\_ \$100 per instance for Animal Control services which will be billed at the end of the calendar year.

By: \_\_\_\_\_  
Municipality Official

Dated: \_\_\_\_\_

# Shelby County Animal Control

## Municipality Meeting

May 20, 2014

### NAME

### Phone Number

### Municipality

Kyle Dunaway

[REDACTED]

Village of Cowden

George Davies

[REDACTED]

VILLAGE OF COWDEN

Robert MAYNARD

[REDACTED]

VILLAGE OF NEWARK

Eric Smith

[REDACTED]

CITY OF S'VILLE

Jim Gattler

[REDACTED]

TOWER HILL

David Hester

[REDACTED]

TOWER HILL

Jessica Fox

Debbie Page

Tom Shafer

Bruce Cannon

Sharon Mosely

Gib Smart

Bill Shuff

Rave Tallman

Kay Kearny

Dr. Spasard

Joe Helm

## SHELBY COUNTY ANIMAL CONTROL

### REPORTING ANIMAL COMPLAINTS PROCEDURE

If you live in unincorporated Shelby County (not within a city/village limit), your call will be handled by Shelby County Animal Control. Report animal complaints by calling (217) 774-4932. If no one answers, please leave a message with your name, telephone number and the nature of the complaint. Your call will be answered in the order it was received unless the call is in regards to a vicious/dangerous dog as those calls take precedence over others. Dog bites take precedent over all other calls.

If you live within the city/village limits of a contracting municipality, contact local law enforcement. You must first report animal complaints to your municipal police, municipal official or local law enforcement. Your municipal police will either respond or request assistance from Shelby County Animal Control. See the Shelby County Animal Control Home page for a list of contracting municipalities.

If you live within the city/village of a municipality NOT contracting with Shelby County, your complaint call will be handled exclusively by municipal police, municipal official or local law enforcement. See the Shelby County Animal Control home page for a list of municipalities not contracting with Shelby County Animal Control. Shelby County Animal Control responds to dog bites in jurisdictions not contracting with Shelby County Animal Control.



Shelby County Treasurer  
Monthly Report of Investments  
1-Jun-14  
Bank Balance: \$11,983,239.73

Passbooks, Money Markets, & Certificates of Deposits		Checking & Cash
\$ 641,788.86	MMD	
\$ 1,681,710.72	MMD General Fund	\$ 2,000.00
\$ -		
\$ -	County Payroll Clearing	\$ 73,610.72
\$ -		
\$ -	Section 105 Claims	\$ 2,000.00
\$ -		
\$ 101,438.33	PB County Health Fund	\$ -
\$ -	CD	
\$ 21,445.39	MMD County Health-TB	\$ -
\$ 37,794.08	MMD	
\$ 58,368.23	MMD Animal Control Fund	\$ -
\$ 23,527.29	MMD	
\$ 82,015.10	PB Ambulance Fund	\$ -
\$ 152,927.35	MMD	
\$ 1,090,594.31	MMD Mental Health Fund	\$ -
\$ -		
\$ 1,203,545.62	PB IMRF Fund	\$ -
\$ -		
\$ 230,367.55	PB Social Security Fund	\$ -
\$ 54,635.17	CD & MMD	
\$ 42,732.54	PB Indemnity Fund	\$ -
\$ -		
\$ 471.95	PB Court Security Fund	\$ -
\$ -		
\$ 158,705.94	MMD County Bridge Fund	\$ -
\$ -		
\$ 74,722.15	PB County Highway Fund	\$ -
\$ -		
\$ 37,073.97	MMD FASM Fund	\$ -
\$ -		
\$ 633,712.50	MMD County Motor Fuel Tax Fund	\$ -
\$ -		
\$ 1,166.36	PB Tourism Fund	\$ -
\$ 97,668.64	CD & MMD	
\$ 286,256.87	PB Probation Fund	\$ -
\$ -	CD & MMD	
\$ 66,098.75	PB Assist Court Fund	\$ -
\$ -		
\$ 3,475.27	PB Law Library Fund	\$ -
\$ -		
\$ 59,753.17	PB Automation Fund	\$ -
\$ -		
\$ 138,172.89	PB Recording Fund	\$ -
\$ -		
\$ 521.48	PB Drug Traffic Fund	\$ -
\$ 65,290.91	CD	
\$ 35,549.54	MMD Airport Fund	\$ 985.86
\$ -		
\$ 49,441.05	PB CEFS	\$ -
\$ 242,636.46	CD & MMD	
\$ 696,592.86	MMD Home Nursing Fund	\$ -
\$ -		
\$ -	W.I.C. Fund	\$ 22,062.09
\$ -		
\$ 162,193.67	MMD Local Bridge Fund	\$ -
\$ -		
\$ -	Township Bridge Fund	\$ 62,490.50
\$ -		
\$ -	Township Construction Fund	\$ 363.13

\$ -	MMD		
\$ 1,531,107.98	MMD	Township Motor Fuel Tax	\$ -
\$ -			
\$ 1,149.78	PB	Estate Tax Fund	\$ -
\$ -			
\$ 276,291.04	PB	Minor Unknown Heirs Fund	\$ -
\$ -			
\$ 1,981.00	PB	Probation Drug Testing	\$ -
\$ 42,623.61	MMD		
\$ 196,286.83	PB	Drainage Fund	\$ 1,636.39
\$ -			
\$ 38,168.60	PB	Document Storage Fund	\$ -
\$ 82,345.57	MMD		
\$ 131,765.63	PB	Misc County Health Fund	\$ -
\$ 27,093.52	MMD		
\$ 5,594.99	PB	Litigation Fund	\$ -
\$ 208,911.46	CD		
\$ 244,949.81	PB	Revolving Loan Fund	\$ -
\$ -			
\$ 13,937.43	PB	Victim Impact Panel Fund	\$ -
\$ -			
\$ 771.16	PB	States Attorney Forf Fund	\$ -
\$ -			
\$ 8,208.21	PB	Rescue Squad Fund	\$ -
\$ -			
\$ 22,972.26	PB	DUI Equipment Fund	\$ -
\$ -			
\$ 211,703.46	PB	GIS Fund	\$ -
\$ -	CD		
\$ 322,557.84	MMD	Capital Improvement Fund	\$ -
\$ -			
\$ -		Pet Population	\$ 17,767.13
\$ -			
\$ 16,813.33	MMD	EMA Special Fund	\$ -
\$ -			
\$ 1,172.08	PB	SA Automation Fund	\$ -
\$ -			
\$ 1,100.27	PB	Drug Court Fund	\$ -
\$ -			
\$ 590.05	PB	Tax Sale Automation Fund	\$ -
\$ -			
\$ 40,001.53	MMD	County Highway Misc Grant	\$ -
\$ -			
\$ -		County Health Petty Cash	\$ 135.64
\$ -			
\$ -		Probation Petty Cash	\$ 50.00
\$ -			
\$ -		County Treasurer Cash	\$ 5,000.00
\$ -			
			\$ 11,848,593.87

County Collector Accounts

Shelby County State Bank-Checking	\$ 250.79
Busey Bank-Checking	\$ 200.00
National Bank at Pana	\$ 94.06
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	\$ 152.31
Busey Bank-Real Estate Tax Trust Account	\$ 1,394.08
Shelby County State Bank-Shelbyville-Money Marke	\$ 2,005.63
Busey Bank-Money Market	\$ 127,252.20
Ayars State Bank-Moweaqua	\$ 125.96
Shelby County State Bank-Findlay	\$ 209.79
First National Bank of Pana	\$ 250.69
Peoples Bank of Pana	\$ 119.55
Prairie Nationa	\$ 186.98
Shelby County State Bank-Windsor Branch	\$ 208.71
Dewitt Federal Savings & Loan-Moweaqua	\$ 144.17
Sigel Community Bank	\$ 233.48
Shelby County State Bank-Moweaqua	\$ 162.41
Illinois Epay	\$ 1,005.59
	\$ 134,645.86

CERTIFICATE OF DEPOSITS

June 1, 2014

General Fund(001) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>641,788.86</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>37,794.08</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>23,527.29</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>152,927.35</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>9,635.17</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>97,668.64</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>117,636.46</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>82,345.57</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>208,911.46</u>
Airport(022)	\$ <u>65,290.91</u>
TOTAL	\$ <u>1,607,525.79</u>